



June 28, 2004

Mr. Frank Foti, President  
Shipyard Commerce Center LLC  
P.O. Box 4367  
Portland, OR 97208

VIA CERTIFIED MAIL

RE: Portland Shipyard LLC Name Change to Shipyard Commerce Center LLC  
Promissory Note Amendment

Dear Mr. Foti:

Per your conversation this morning with Suzanne Brooks, enclosed for your signature are three (3) revised copies of the First Amendment to the Promissory Note. Please disregard the copies (Amendment to Promissory Note only) which I delivered to you this morning, sign all three copies of the enclosed and return all copies of each amendment to my attention for signature by the Port. I will return one fully executed copy of each amendment to you for your records when I have obtained the Port's signature.

If you have any questions, please call me at 503-944-7048.

Sincerely,

Patti Freeman  
Contracts Administrator  
Property & Development Services

Enclosures

c: ✓ Barbara Jacobson  
Suzanne Brooks



c: Barb Jacobson  
2000-126

APR 23 2004

April 21, 2004

Ms. Suzanne Brooks  
Property Manager  
Port of Portland  
Box 3529  
Portland, OR 97208

Re: Legal Name Change

Dear Suzanne:

On or about April 5, 2004 Portland Shipyard LLC changed its legal name to Shipyard Commerce Center LLC. This is all about projecting an image of an entity focused on real estate activities that aren't necessarily tied to ship repair.

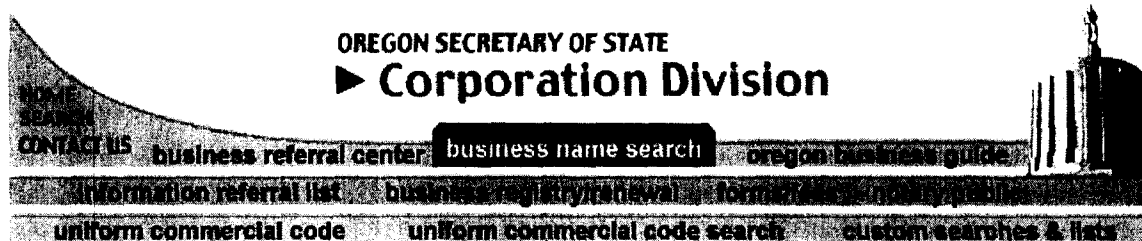
Obviously there are various agreements still running between this entity and the Port. Let me know if you think anything else is needed regarding the name change.

Very truly yours,

A handwritten signature in black ink, appearing to be 'B. Dummer', written over a circular stamp or mark.

Bruce A. Dummer  
Sr. Vice President, Finance



**Business Name Search**
[New Search](#)   [Printer Friendly](#)
**Business Entity Data**

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
767287-82	DLLC	ACT	OREGON	08-07-2000		
<b>Entity Name</b>	SHIPYARD COMMERCE CENTER LLC					
<b>Foreign Name</b>						

[New Search](#)   [Printer Friendly](#)
**Associated Names**

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	5555 N CHANNEL AVE					
Addr 2						
CSZ	PORTLAND	OR	97217		Country	UNITED STATES OF AMERICA

Type	AGT	REGISTERED AGENT	Start Date	09-25-2003	Resign Date	
Of Record	464294-86	PG&E REGISTRY, INC.				
Addr 1	222 SW COLUMBIA ST STE 1400					
Addr 2						
CSZ	PORTLAND	OR	97201	Country	UNITED STATES OF AMERICA	

<b>Type</b>	MGR	MANAGER					
<b>Name</b>	FRANK	J	FOTI				
<b>Addr 1</b>	5555 N CHANNEL AVE						
<b>Addr 2</b>							
<b>CSZ</b>	PORTLAND	OR	97217		<b>Country</b>	UNITED STATES OF AMERICA	

[New Search](#)   [Printer Friendly](#)
**Name History**

Business Entity Name	Name Type	Name Status	Start Date	End Date

SHIPYARD COMMERCE CENTER LLC	EN	CUR	04-06-2004	
PORTLAND SHIPYARD LLC	EN	PRE	08-07-2000	04-06-2004

[New Search](#)   [Printer Friendly](#)

## Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
04-06-2004	ARTICLES OF AMENDMENT	04-06-2004		FI	Name	
09-26-2003	AMENDED ANNUAL REPORT	09-26-2003		FI		
09-25-2003	CHANGE OF REGISTERED AGENT/ADDRESS	09-25-2003		FI	Agent	
08-08-2003	NOTICE LATE ANNUAL	08-08-2003		SYS		
08-12-2002	CHANGE OF REGISTERED AGENT/ADDRESS	08-12-2002		FI	Agent	
08-12-2002	AMENDMENT TO ANNUAL REPORT	08-12-2002		FI		
08-08-2002	ANNUAL REPORT PAYMENT	08-08-2002		SYS		
08-07-2001	AMENDED ANNUAL REPORT	08-07-2001		FI	Agent	
08-07-2000	NEW FILING	08-07-2000		FI		

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For comments or suggestions regarding the operation of this site,  
please contact : [businessregistry.sos@state.or.us](mailto:businessregistry.sos@state.or.us)



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[http://sos-venus.sos.state.or.us:8080/beri\\_prod/pkg\\_web\\_name\\_srch\\_inq.show\\_detl?p\\_be\\_...](http://sos-venus.sos.state.or.us:8080/beri_prod/pkg_web_name_srch_inq.show_detl?p_be_...) 4/22/2004

PSY500000004

*file*

March 29, 2001



Mr. Frank Foti  
Cascade General, Inc.  
P. O. Box 4367  
Portland, OR 97208

SENT VIA FACSIMILE

Re: SALE AGREEMENT PORTLAND SHIP YARD  
Port Agreement No.: 2000-126

Dear Frank:

This letter is a reminder of the following requirement of the Sale Agreement, from Section 8.1.2, concerning Percentage Rent:

"Not later than April 1, 2001, Buyer and CGI shall provide the Port with a report of Gross Revenues (as defined in the Long-Term Note) for calendar year 2000, including the periods before and after Closing, together with audited financial statements of CGI for the entire calendar year 2000, and for Buyer, Guarantors, and affiliates as specified in the Long-Term Note, for the period from Closing through December 31, 2000, to support the calculation of Gross Revenues. The Port shall have the right to inspect and audit the books and records of Buyer, Guarantors, and affiliates for the calendar year 2000 on the terms stated in the Long-Term Note. The report shall include (i) the total amount of Percentage Rent which would have been due, based on Gross Revenues, had the Lease continued for the entire calendar year 2000, multiplied by (ii) the percentage of calendar year 2000 up to and including Closing. If this amount is greater than the Estimated Percentage Rent, the difference (the "Additional Percentage Rent") shall be paid by Buyer and CGI to the Port not later than April 1, 2001. If this amount is equal to or less than the Estimated Percentage Rent, neither Buyer nor CGI shall owe any Additional Percentage Rent and neither Buyer nor CGI shall be entitled to any reimbursement or refund of Estimated Percentage Rent. Payment of Additional Percentage Rent shall be a joint and several obligation of Buyer and CGI."

Since April 1<sup>st</sup> falls on a Sunday, please forward the required information, and payment, if any, to the attention of Jack Smith at the Port no later than Monday, April 2, 2001.

If you have any questions, please feel free to call me at 503-944-7509 or Jack Smith at 503-944-7625.

Thank you for your prompt attention to this matter.

Sincerely,

Suzanne L. Brooks, Contracts Administrator  
Property & Development Services

c: Bruce Dummer

# MOFFATT, NICHOL & TAYLOR

ENGINEERS

607 Concord Building  
Portland 4, Oregon  
March 27, 1956

PORTLAND, OREGON  
LONG BEACH, CALIFORNIA

*Contract File*  
#932

Port of Portland  
PO Box 4099  
Portland 8, Oregon

Attention: Mr. D. M. Charleson, Marine Supt.

Re: Swan Island Ship Repair Wharf

Gentlemen:

In accordance with Article 6 of the contract on the subject project, this letter constitutes our final certificate and approval of the work performed thereunder by the C. M. Corkum Co. The last item of work to be completed was the correction of the deficiencies in the sprinkler system and the final acceptance and approval of this system by the Oregon Insurance Rating Bureau (as required by the specifications) is now in your hands in the form of two letters of March 19th and 22nd from the Bureau to the attention of Mr. Charleson. If you desire any further information from the Bureau regarding their inspection or testing of the sprinkler system it is available upon request to their office.

Therefore, in accordance with the contract, the balance of the contract amount, including the retained percentage, is due the contractor within a period of 30 days from this date. There should be withheld from this final payment, however, an amount sufficient to cover the highest possible judgment against the contractor in the matters which are now in the process of arbitration. Our tabulation of the amount to be withheld is as follows:

Maximum penalty 28 days @ \$150.00	\$4200.00
Maximum charge for electrical cable not delivered to the Port:	
1620 L.F. @ 2.3251 #/ft. @ \$0.42/lb.	<u>1582.00</u>
Total to be withheld	\$5782.00

PSY500000006

March 27, 1956

The partial final payment due the contractor at this time is therefore as follows:

Balance due under contract	\$ 57,802.79
Amount withheld pending arbitration	<u>5,782.00</u>
Amount due at this time	\$ 52,020.79

We invite your attention also to Article 6 of the contract, wherein the contractor is required to furnish satisfactory evidence that all bills have been paid. We enclose herewith copies of an affidavit from the contractor and his letter of transmittal requesting final payment prior to making the final payments to his sub-contractors.

Very truly yours,

Moffatt, Nichol & Taylor

For *Robert M. Bonney*  
Robert M. Bonney

RMB/m

encl.

cc: Mr. John J. Winn, Jr.

MOFFATT, NICHOL &amp; TAYLOR

Memo to: Mr. D. M. Charleson, Jr.  
Marine Superintendent  
Port of Portland

Date: December 30, 1954

Subject: Report on Pile Loading  
Tests for new ship  
Repair Wharf at  
Swan Island

From: Robert M. Bonney

After completion of the test loading of the two piles which were driven in the area to be occupied by the new Ship Repair Wharf, we have studied the results of these load tests together with the foundation report by Dames and Moore, and present herewith our comments and recommendations.

Comments:

1. From Dames and Moore's report materials in test holes adjacent to Test Piles 1 and 2 are quite similar except that Holes 3 & 4 near Pile #1 show somewhat more sand than Holes 5 & 6 near Pile #2.
2. From the Pile Capacities Charts in Dames and Moore's report, the required penetration for a 25T pile load (2/3 of value on chart) would be about 35 feet (Taken from 10.75 inch diam. steel pipe pile chart). Results of test loading of Pile #1 check this prediction very well.
3. Reading the same chart for 30' penetration (Pile #2) the indicated design capacity (2/3 of chart value) is 20T.

Results of test on Pile #2 indicate that this pile should not be loaded this high.

4. Therefore with inconclusive correlation between Dames and Moore's report and the two test piling there are two alternatives:
  - A. Drive and test additional piling to try and confirm the predicted capacities from Dames and Moore's report.  
We recommend two additional piles at about Bents 23 and 67.  
From the results of all tests we would hope to specify a definite length of penetration together with minimum acceptable driving criteria.
  - B. Establish a length of penetration from the information we now have together with some minimum driving criteria. (Actually this results in relying almost entirely on the computed capacities from Dames and Moore's report since the first two pile tests were inconclusive.)  
To be on the safe side one could add to the penetration required by the charts, however it should be noted that the cost of two additional test piling would be saved by reducing the average pile length only 4 in.

Memo to: Mr. D.M. Charleson, Jr.

Page 2

December 30, 1954

Subject: Report on Pile Loading Tests for new Ship Repair Wharf at Swan Island

Recommendations:

Considering all factors, it is our recommendation that the two additional piling be driven and tested. Both piles to be driven to a penetration of 35 feet. Located midway between existing bents 23 and 24 and between bents 66 and 67. Center of pile approximately 20 feet back from face of wharf. Test procedure to be the same as the first two test piles.

Very truly yours,

Moffatt, Nichol & Taylor

  
Robert M. Bonney

RMB/e

cc: General Thomas M. Robins

*PILING DRIVEN AS ABOVE  
FRIDAY JAN 7, 1954*

Time  
Extension

PSY500000010



PART I

Study of the Contractor's Request for Time Extension from September 22, 1962, to October 24, 1962:

The notice to proceed on the contract was issued on September 6, 1961, and established a completion date of April 4, 1962. (Tab No. 1)

Amendment No. 1 dated April 20, 1962, extended the contract completion time forty-nine (49) calendar days. This action established a new contract completion date of May 23, 1962. (Tab No. 2)

Amendment No. 2 dated June 11, 1962, allowed the Contractor to suspend work during the Iron Workers' strike and while the Willamette River was at a high stage due to the Spring run-off. (Tab No. 3)

Amendment No. 2 provided that the Contractor would be given a two (2) day notice to resume work when conditions permitted the resumption of field construction. This amendment also specified that on the resumption of various phases of the remaining work, such work was to be completed within the specified time allowed for such work. (Tab No. 3)

The first notice to proceed was issued on July 23, 1962, with work to commence on July 25, 1962. This notice to proceed covered steel erection below elevation 14' and elevation 6', and allowed fifteen (15) working days to complete. (Tab No. 4)

The second notice to proceed was issued on August 13, 1962, with work to commence on August 15, 1962. This notice covered steel erection below river elevation 5', and allowed ten (10) working days to complete. (Tab No. 5)

The third and final notice to proceed was issued on August 24, 1962, with steel erection to start on August 27, 1962. This notice to proceed provided for steel erection below river elevation 3' and allowed ten (10) working days to complete. (Tab No. 6)

The third notice to proceed also allowed ten (10) calendar days to do the required painting and final job cleanup and a new contract completion date of September 22, 1962, was established. (Tab No. 6)

The contract was not completed until October 24, 1962.

A study of Willamette River elevations, using the recorded readings from The Port of Portland gauge, which is located at the end of Pier "C", indicates the following: (Tab No. 7)

(a) Steel erection while the river elevation was below 14' at Bents 29-30 and Bents 17-20. There were no delays caused by river elevations.

**FREDERIC R. HARRIS, INC.**  
CONSULTING ENGINEERS

PSY500000011

(b) Steel erection while the river elevation was below 6' for the balance of the work at Bents 17-20. There was no delay caused by river elevations.

(c) Steel erection while the river elevation was below 5' at Bents 8-11. There was one (1) work day delay due to the river elevation.

(d) Steel erection while the river elevation was below 3' at Bents 29-30 and Bents 35-36. There were eight (8) work days' delay due to river elevations.

(e) Final painting of steel work while the river was below 3'. There were six (6) calendar days' delay due to river elevations.

A study of rainfall during the same period indicates there were two (2) days lost due to unusual rainfall, October 8th and 9th. (Tab No. 7)

The Contractor has requested a time extension of eight (8) days due to an alleged shortage of qualified welders when work was resumed after the Iron Workers' strike. The Contractor has offered no proof of such shortage. The shortage should be established by records of orders placed with the Union and a record of men furnished as a result of such orders. Attached hereto is a record of men on the job which was obtained from the Resident Engineer's job inspectors. (Tab No. 8)

Until the Contractor furnishes some proof of his attempt to obtain sufficient qualified welders, the Resident Engineer does not grant any additional time due to the failure of the Union to furnish the requested welders.

The Contractor has requested ten (10) working days due to extra work which he was required to perform. The Resident Engineer has studied the extra work which the Contractor performed which was due to conditions beyond his control. A reasonable time to complete this work, using reasonable production standards, is considered to be 171 man hours. Using a four-man crew, this is equal to five (5) working days. (See Tab No. 1 of Claim Study)

The Contractor has requested an extension of time to cover the time when the river elevations were such that he could not perform his work. The Resident Engineer, from a study of river elevations obtained from The Port of Portland gauge at the end of Pier "C", considers that the Contractor is entitled to a fifteen (15) day time extension for this reason. (Tab No. 7)

The decision of the Resident Engineer is that the Contractor is entitled to a time extension of twenty-two (22) calendar days from September 22, 1962, which establishes the contract completion date as October 14, 1962.

**FREDERIC R. HARRIS, INC.**  
CONSULTING ENGINEERS

PSY500000012

June 26, 1962

SUBJECT: Painting at Dry Docks - Construction Engineer's Report

1076  
Contract File ✓

O & S Painters, Inc., was the successful bidder at \$7,900.00. The low bidder, Kent Bros. Painting Contractor, was not given the contract because of their failing to sign the bid bond and apparent preference not to do the work. Bids were as follows:

Kent Bros. Painting Contractor	\$7,600.00
O & S Painters, Inc.	7,900.00
A.H. Harbour & Son	12,461.00
C.H. Savage Co.	13,726.00
W.S. Gabriel Fabrication Co.	13,950.00
Wm. A. Strainson	14,417.00
George C. Clark Co.	15,919.00

Statistics:

Advertisement	June 29, 1960
Bid opening, 11:00 a.m.	July 21, 1960
Notice of award	August 1, 1960
Notice to proceed	August 19, 1960
Construction start	August 23, 1960
Specified contract completion	September 19, 1960
Actual completion	July 23, 1961
Original contract amount	\$7,900.00
Final contract amount	\$7,900.00

The work consisted of the exterior painting of six gantry cranes and building Nos. 84, 43 and 80.

Prior to December 20, 1960, this Painting at Dry Docks project was handled by the Marine Department with Mr. H. L. Fielock, the Port's dockmaster as inspector and the Port's representative. As of December 20, 1960, the subject contract was turned over to the Construction Engineer. 55% of the project was reported complete at that date. Included in the completed work were the three buildings 84, 43 and 80, and three of the six gantry cranes.

The three remaining cranes, painted under the inspection by the Construction Section of the Engineering Department, were completed during a period between May 20, 1961, and the completion date July 23, 1961.

Painting at Dry Docks  
Construction Engineer's Report  
Page 2 - June 26, 1962

All rust areas and blistered paint were removed by sandblasting to bare metal and the bare metal areas were primed with a red lead paint. The crane painting consisted of painting the entire exterior of the crane including the cab, boom and gantry. Paint used on the crane was a metallic green colored aluminum dry mix except that the cab roof and boom were painted a bright silver.

Some difficulty was encountered in painting the area under the cab. The accumulation of oil and grease from lubricating the mechanical equipment covered large areas of the steel to be painted, making it necessary to employ solvents and scrapers to clean the surfaces prior to painting.

A substantial portion of the sandblasting and painting was done on a scaffold held by a second crane which provided the painters with easy access to all surfaces of the steel.

Due to weather conditions and the unavailability of cranes for painting during the work week, the project was not completed within the specified completion time.

No "as constructed" drawings were necessary.

 *Don JEB*  
RFD/MSB:eb

TO: R. A. HROMZISTER

cc: Contract File  
C. E. Carlson  
A. J. Heineman  
H. L. Votick

# THE PORT OF PORTLAND

## DETAILS OF CHARGES AGAINST FREDERIC R. HARRIS, INC.

### a. Venting and adding ballast:

City water used for ballast	\$ 143.64	
Pacific W. W. supplies for valves and fittings	873.60	
The Lynch Company for strainer cones	216.00	
Woodbury & Company for strainer clamps	<u>7.35</u>	
Total Materials	\$1,240.59	
Port Labor	<u>987.92</u>	\$ 2,228.51

### b. Adding boom snubs on wingwall crane:

Boomanub Company, including mounting parts	\$ 988.50	
Port labor	<u>174.73</u>	1,163.23

### c. Modification of flooding rate control:

Low bid	\$7,924.32	
Port labor, estimate	<u>300.00</u>	8,224.32

### d. Eliminating moisture in mercury vapor lights:

Estimated minimum labor cost for installing replacement gaskets		450.00
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Nothing included for possible purchase of gaskets or for venting or desiccant if required.

Total Charges		<u>\$12,066.06</u>
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## STATEMENT OF ACCOUNT

Balance unpaid on contract dated April 11, 1960	\$18,000.00
Harris Invoice No. 2-14, Revised	1,350.00
Harris Invoice No. 2-16	2,608.98
Harris Invoice No. 2-17	<u>779.72</u>
	\$22,738.70
Less Above Charges	<u>12,066.06</u>
Check to Close Account	\$10,672.64

RAN/EWB:mh  
6/11/63

Em

FREDERIC R. HARRIS, INC.

CONSULTING ENGINEERS

144 EAST 44TH STREET

NEW YORK 17, N. Y.

January 11, 1961

Y-728

American Bureau of Shipping  
45 Broad Street  
New York 4, New York

Attention: Mr. R. C. Christensen  
Chief Surveyor

Gentlemen:-

We hereby authorize the American Bureau of Shipping to proceed with the work as outlined and in accordance with your letter of December 22, 1960. We understand that you will proceed immediately with the review of the principal plans and specifications of the drydock. Since we are committed to deliver the completed plans and specifications to The Port of Portland at an early date, your early completion of this portion of the work would be appreciated.

In our agreement with The Port of Portland it is required that our subcontractors be covered by insurance. We would, therefore, appreciate your sending us a certificate showing insurance coverage for Workmen's Compensation and Public Liability including automobile liability.

Very truly yours

FREDERIC R. HARRIS, INC.

C. J. Murphy  
Vice President

cc: Mr. R. A. Neumeister  
The Port of Portland

**FREDERIC R. HARRIS, INC.**

CONSULTING ENGINEERS

144 EAST 44TH STREET  
NEW YORK 17, N. Y.

RESPONSE DISTRIBUTION

*Mr. K. H. H. H.*

January 12, 1961

Y-728-2

American Bureau of Shipping  
45 Broad Street  
New York 4, New York

Attention: Mr. R. C. Christensen  
Chief Surveyor

Gentlemen:

The following is in clarification of our letter to you dated January 11, 1961 in which we authorized the American Bureau of Shipping to proceed with the work as outlined and in accordance with your letter dated December 22, 1960.

We wish you to undertake both principal parts of the work as outlined in your letter. Your work will therefore consist of the following: a review of the principal plans of the drydock and their approval insofar as they can be related to your normal requirements for ship classification; the witnessing of the material testing; and a survey during the construction of the drydock.

We understand that upon satisfactory completion of the drydock a special certificate would be issued by the American Bureau of Shipping stating the drydock was constructed in accordance with plans approved by the Bureau, the hull steels were tested to the Bureau's requirements, and the workmanship found satisfactory. We have requested these services on behalf of The Port of Portland for whom we are acting as design agents.

We hope that the above clarification of our previous letter is satisfactory.

Very truly yours,

FREDERIC R. HARRIS, INC.

C. J. Murphy  
Vice President

cc: Mr. A. Neumeister  
The Port of Portland

OMALTSO

PSY500000017

1077  
May 29, 1962

bcc: Contract File

Colonel Lynn C. Barnes  
Resident Engineer  
Frederic B. Harris, Inc.  
Field Office  
4700 N. W. Front Avenue  
Portland 8, Oregon

L. L. Tatum  
A. J. Heineman  
A. Biles  
H. J. Davis

Dear Colonel Barnes:

Subject: Port of Portland Dry Dock - Electrical Permit

Reference is made to your letter of May 25, 1962, enclosing a letter from Gunderson Bros. Engineering Corp. of May 25, 1962, transmitting in turn a letter from the electrical subcontractor, Jagger-Sroufe Company, under date of May 24, 1962, same subject.

The Port has looked into this matter and confirms its earlier understanding that the city of Portland does have jurisdiction with regard to the electrical code as applicable to the Port's new floating dry dock. Although this matter of jurisdiction was discussed at the Board of Appeal meeting on December 12, 1961, it was not a matter for decision or action because of the fact that the city's jurisdiction was not in question. It is the Port's understanding that a city attorney opinion of July 9, 1959, clearly establishes the fact that floating structures (nonself-propelled) are within the jurisdiction of the city electrical code.

Therefore, the Port cannot grant the requested change order for an electrical permit to cover this project because of the fact that this permit is required under the Gunderson-Port contract. If any question still remains concerning this matter, it is suggested that a prompt meeting be scheduled by your office between the Contractor, Gunderson Bros. Engineering Corp.; Gunderson's subcontractor if he so desires; and the city electrical department under the direction of Mr. Roger Niedermeyer.

Your prompt action to resolve this matter with the Contractor will be appreciated.

Very truly yours,

JOHN J. NINN, JR.  
General Manager

 DAN:mh

bcc: Mr. Roger Niedermeyer 



11473  
April 12, 1962

Gunderson Bros. Engineering Corp.  
4700 N. W. Front Avenue  
Portland 8, Oregon


Gentlemen:

SUBJECT: Acting Resident Engineer  
Frederic R. Harris, Inc.

Relative to the Dry Dock Contract, Part VI, General Conditions, Section 5, please be informed that commencing on April 16, 1962, Mr. Erwin Abonyi will become Acting Resident Engineer in the absence of J. P. Cunniff, Resident Engineer.

In the fulfillment of his duties and acting under Section 15, the Acting Resident Engineer will provide liaison between your organization, The Port of Portland, and Frederic R. Harris, Inc. You are therefore instructed to report to him so that the inspection and supervision of the construction of the dry dock may be carried on in a systematic and orderly manner.

Very truly yours,

  
JOHN J. WINN, JR.  
General Manager

JTW:bb

cc: Frederic R. Harris, Inc.  
Contract Files #1077 AND #1143  
Mr. Neumaister  
Mr. Heineman  
Mr. Biles  
Mr. Tatum

1077

November 21, 1961

Frederic R. Harris, Inc.  
Consulting Engineers  
144 East 44th Street  
New York 17, N. Y.

Attention: Mr. G. J. Murphy  
Vice President

Gentlemen:

SUBJECT: Additional Work - Harris/Port of Portland Contract  
For New Dry Dock Design

Reference is made to your letter of August 16, 1961,  
wherein you submitted an additional breakdown of engineering  
labor costs concerned with subject extra work.

Please be informed that The Port of Portland Commission  
at its regular meeting on November 20, 1961, approved this addi-  
tional charge in the amount of \$25,000.

It is again emphasized that The Port of Portland will  
not consider any further additional charges submitted by your  
firm for extra engineering work unless the Port is provided an  
estimate of the extra construction costs and engineering costs  
of said proposed work and thereupon authorizes in writing your firm  
to proceed with said extra work.

Very truly yours,

THE PORT OF PORTLAND



JOE J. WINN, JR.  
General Manager

RAM:eh

cc: J. P. Conniff (Adm. Ret.)  
cc: Contract File  
A. J. Eisenman  
A. Biles

abs Sub Contract  
cross filed in # 1119

RAN

THE PORT OF PORTLAND  
SWAN ISLAND  
PORTLAND, OREGON

2-9-61 (R)

January 10, 1961

TO: THE PORT OF PORTLAND COMMISSION

SUBJECT: ABS SUBCONTRACT

Attached hereto is a copy of a letter received from Frederic R. Harris relative to the use of ABS as a subcontractor in connection with the new dry dock.

Upon receipt of this letter, Mr. Neumaister and I discussed the matter with Mr. Murphy of Frederic R. Harris. The result of that telephone conversation is the letter, a copy of which is attached.

You will note that we have reduced the fee to Harris from \$2500 to \$1000, and that the visits noted in the Harris letter are to be controlled by the Port, in accordance with our written contract.

In view of the time element involved and the present price of steel, we have taken the liberty of sending the attached letter forward to Frederic R. Harris in order that the ABS might start their work, which will take approximately three to four weeks.

Will you please mark your approval on the manager's action on the bottom of this sheet, and return it to the Port in the enclosed envelope? It will then be brought up at the next meeting of the Commission for confirmation.

  
JOHN C. WINN, JR.  
General Manager

JJW:bb

\_\_\_\_\_  
APPROVED

\_\_\_\_\_  
COMMISSIONER

PSY500000021

FREDERIC R. HARRIS, INC.  
Consulting Engineers  
27 William Street  
New York 5, N.Y.

Cont. #856

N-450  
(623)

March 10, 1950

THE PORT OF PORTLAND  
916 Spalding Building  
Portland 4, Oregon

Attention: J. P. Doyle, Manager

Gentlemen:

In accordance with your letter of March 3, 1950, referring to our letter of Jan. 14, 1950, we submit this letter contract for engineering services and design of berths for two dry docks for your acceptance.

The object of this project, is to consolidate the operation of the Navy dry dock under lease to the Port and the Port's Dry Dock No. 2 in one location on Swan Island.

We shall make a thorough study of the subsurface conditions at the site including soil analysis for the purpose of determining a safe design. A set of specifications will be prepared for the taking of subsurface borings over the area contemplated for this project. These specifications will be in form for submission to qualified bidders. We shall, if you so desire, send invitations to bidders, receive bids and advise you on the proper selection, whereupon a contract can be entered into between the Port and the successful bidder. During the actual operation of borings, one of our engineers will inspect such work. In the event that we desire to have laboratory tests made of the samples taken in the borings, this can be arranged for at either a New York or a Portland testing laboratory. Such testing will be decided by the inspection engineer as the borings are taken.

Concurrent with and subsequent to the taking of borings we shall study the problem and make preliminary designs of alternate schemes and estimates of cost based on the tentative plans already furnished to us by the Port. This work will take the form of a written report with appropriate sketches and illustrations which will clearly indicate the scope of the work and preliminary estimates of cost. The report will be discussed with the appropriate officials of the Port before being presented in final form for approval.

March 10, 1950

After approval of the report and selection of one of the schemes by the Port we shall prepare the necessary contract drawings and specifications in sufficient detail to show and describe the work to be performed and such form and number of copies for submission to qualified competitive bidders. We assume that sending invitations to bidders and receiving bids will be undertaken by your office. We shall, however, advise and assist the Port in analyzing bids and making recommendations as to proper selection.

We shall start the above work within three days of an order to proceed and to complete it within three months.

We shall perform for you the engineering services as generally outlined above and any work incidental and necessary thereto for the lump sum fee of \$60,000. The cost of soil borings, sampling and testing is not included in this price as these will be contracted for separately by the Port. The fee will be payable as follows: one quarter on presentation of the preliminary report; and three quarters on completion and submission of contract drawings and specifications. <

Please indicate your approval by signing both copies and returning one copy for our files.

Very truly yours,

FREDERIC R. HARRIS, INC.

By 

ACCEPTED:

PORT OF PORTLAND

By 

Date Mar. 16 - 1950

Frederic R. Harris, Inc.  
New York, N. Y.

OCT 08 1990

RECEIVED  
OCT 11 1990

Ports O' Call



RIEDEL  
INTERNATIONAL, INC.

CORPORATE OFFICE MAILING ADDRESS  
4555 N. Channel Ave. P.O. Box 3320  
Portland, OR 97208-3320  
Phone: (503) 285-9111 • Telex: 151372  
FAX: (503) 283-2602

October 5, 1990

Mr. Dennis Bertek, Project Manager  
Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

cc: Linn Young  
Jeff Twine  
Dave Bittner  
Ron Stempel

RE: LEASE AGREEMENT FOR DRYDOCK #2

by D. Bertek  
10-7-90

Dear Mr. Bertek:

The storage period for drydock #2, which was a condition of our lease agreement, has been fulfilled.

During proposal discussions, it was agreed that Riedel would continue to store the drydock until the Commission meeting in October, with the understanding that our demolition proposal would be considered for acceptance. Since then the Port has rejected our proposal and advertised again for proposals. In your advertisement there is the potential that the drydock would remain at Riedel's facility through December 31, 1990.

Discussions with yourself and Jeff Twine indicated that the Port would be agreeable to amending the original lease in such a way that Riedel is no longer obligated to the terms of Section 4.4, Delivery and Redelivery. In exchange, Riedel would continue to store the drydock with the understanding that the drydock will be removed from Riedel's facility by the Port or your agent prior to December 31, 1990.

Currently there is an operational pumping system on each of the drydock sections. This equipment has a value of \$15,000. Its purchase by the Port, or the agent of the successful proposal, is negotiable. Otherwise, the equipment will be removed upon notification that the drydock is to be removed from Riedel's facility.

Please review these terms so that an agreement can be made as soon as possible. If you have any questions, please advise.

Very truly yours,

RIEDEL INTERNATIONAL, INC.

R. B. Bittner  
Executive Vice President

PSY500000024

**CONFIDENTIAL**

**REPORT OF FINDINGS**

**Environmental Site Assessment  
Berths 305 and 306  
Portland Ship Yard  
Swan Island  
Portland, Oregon**



**centurywest**  
ENGINEERING CORPORATION

**CONFIDENTIAL**

**REPORT OF FINDINGS**

**Environmental Site Assessment  
Berths 305 and 306  
Portland Ship Yard  
Swan Island  
Portland, Oregon**

**Prepared for:**

**The Port of Portland  
P. O. Box 3529  
Portland, Oregon 97208**

**Prepared by:**

**Century West Engineering Corporation  
825 N.E. Multnomah, Suite 425  
Portland, Oregon 97232**

**Project No. 40038-061-01**

**March 14, 1994**



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- Appendix C: Photographs, Photo Descriptions, and Photo Location Map

## **EXECUTIVE SUMMARY**

### **Environmental Site Assessment Berths 305 and 306 Portland Ship Yard Swan Island Portland, Oregon**

An Environmental Site Assessment was conducted on an approximately 2.5 acre parcel at Berths 305 and 306 of the Portland Ship Yard located on Swan Island in Portland, Oregon. The subject site is currently owned by the Port of Portland. The leasehold is bordered by the Swan Island Lagoon to the northeast, Berth 307 to the southeast, Northwest Marine and Lagoon Avenue to the located to the southwest, and Berth 304 to the northwest.

From 1940 until 1948 Swan Island was leased to the military for the construction of ships by the Kaiser company. During this time, Berth 305, Berth 306, Building 77 (the Navy Conversion Building) and Building 35, (the Boiler building) were constructed on the subject property. Building 35, Building 77 and the dock area at Berth 306 were demolished by the late 1960's.

A review of the Department of Environmental Quality's (DEQ) Northwest Regional Leaking Underground Storage Tank (LUST) and Underground Storage Tank (UST) Cleanup Lists indicate a release from an UST occurred at the leasehold. Approximately 190 cubic yards of petroleum-impacted soil was removed from the site and sent to the Saint John's Landfill for disposal. Three verification samples collected from the excavation following removal of the tank did not contain hydrocarbon concentrations above the detection limit. Groundwater was not encountered during the decommissioning. The DEQ closed the file for the site on July 24, 1992.

No significant environmental concerns were identified at any contiguous property during the site visit.

Based on the findings of this investigation, Century West Engineering recommends that no further investigative activities be conducted at the site. However, Century West recommends addressing a number of "housekeeping" concerns at the site, including the storage of drums.

## **REPORT OF FINDINGS**

### **Environmental Site Assessment Berths 305 and 306 Portland Ship Yard Swan Island Portland, Oregon**

#### **1.0 INTRODUCTION**

Century West Engineering Corporation (Century West) has been retained by the Port of Portland to perform an Environmental Site Assessment (ESA) on a parcel of land at Berths 305 and 306 of the Portland Ship Yard located on Swan Island in Portland, Oregon (Figure 1). The property encompasses approximately 2.5 acres.

The purpose of this ESA was to assess the environmental condition of the leasehold and contiguous property. The ESA consists of two distinct tasks: 1) a review of documents and of oral information and 2) a site examination. Conclusions and recommendations within this report are based solely on observed evidence and data collected during the performance of the Scope of Services.

The standard Scope of Services for this ESA was modified by reducing the investigation of environmental conditions on adjacent properties. The investigation of potential environmental concerns posed by contiguous areas was only conducted as part of the site examination. During the records review the applicable State and Federal lists were only examined for the issues directly affecting the leasehold. The modified Scope of Services of the ESA is presented in Appendix A.

The findings of the ESA are presented in the following sections:

- 2.0 Information Review
- 3.0 Site Examination
- 4.0 Impacts from Adjacent Properties
- 5.0 Conclusions
- 6.0 Recommendations
- 7.0 Limitations
- 8.0 References

This report has been prepared for the exclusive use of the Port of Portland with specific application to the subject property located in Portland, Oregon. The use of this report, its contents, or any part of it by a party, or its agents, other than the ones for whom this report was prepared, is herewith disallowed.

## **2.0 INFORMATION REVIEW**

The purpose of the information review task is to gather environmentally related data on the site prior to the site examination. The information review enables Century West personnel to: 1) gain knowledge of the types of activities performed at the site, 2) identify data gaps prior to the examination, and 3) recognize discrepancies between reported and observed data.

A knowledge of past and current activities performed at the site enables Century West personnel to research the types of potential environmental concerns which may be associated with a particular activity. Data gaps identified during the document review are filled by interviewing facility personnel, by observations during the site examination or by additional detailed investigation. Discrepancies in recorded data are reported and, where possible, clarified by interviewing facility personnel. The identification of discrepancies in the data may also require additional detailed study.

During this task, Century West determined whether files pertaining to the site exist at the Department of Environmental Quality (DEQ) or within the Environmental Protection Agency's (EPA) Comprehensive Environmental Response, Compensation and Liability Information System List (CERCLIS List) and Facility Index System (FINDS) list. The following sections present information from the interviews and document review:

- 2.1 Department of Environmental Quality (DEQ)  
File Review
- 2.2 CERCLIS List Review
- 2.3 FINDS List Review
- 2.4 State Fire Marshal's Office File Review
- 2.5 Aerial Photograph Review
- 2.6 Local Geology
- 2.7 Port of Portland Files Review

### **2.1 Department of Environmental Quality (DEQ) File Review**

The DEQ currently administers several different programs designed to protect the environment and monitor the generation, storage, treatment and disposal of hazardous substances. As part of the document review, the following DEQ program files were reviewed:

- 2.1.1 DEQ Underground Storage Tank Files
- 2.1.2 DEQ Northwest Regional LUST and UST Cleanup Lists
- 2.1.3 DEQ Hazardous Waste Generators Files
- 2.1.4 DEQ Environmental Cleanup Division Files

### **2.1.1 DEQ Underground Storage Tank Files**

A review of the DEQ's Underground Storage Tank (UST) Program files contained a record of an UST on the subject property. The tank is listed in file number 496.

### **2.1.2 DEQ Northwest Regional LUST and UST Cleanup Lists**

A review of the DEQ's Northwest Regional Leaking Underground Storage Tank (LUST) and UST Cleanup Lists indicate a release from an UST occurred at the leasehold. The LUST file number is 26-89-0166.

The file contains a November 29, 1990 report prepared by the Port's consultant, Hahn and Associates. The tank was located immediately northeast of the former location of Building 35. Building 35 housed a boiler between the mid-1940s until the mid-1960's. The report indicates that the release was discovered during the decommissioning of the 12,700 gallon UST on August 9, 1990. The UST was reportedly used by the Port to store "diesel oil".

Petroleum stained soil observed around the tank manway appeared to be caused by overfills. Approximately 190 cubic yards of petroleum-impacted soil was removed from the site and sent to the Saint John's Landfill for disposal. One sample of visibly impacted soil contained a petroleum hydrocarbon concentration of 2,600 parts per million. Three verification samples collected from the excavation following removal of the tank did not contain hydrocarbon concentrations above the detection limit. Groundwater was not encountered during the decommissioning. The excavation was subsequently backfilled with clean fill and covered with asphalt. The DEQ closed the file for the site on July 24, 1992.

### **2.1.3 DEQ Hazardous Waste Generators Files**

A review of the DEQ files on Regulated Hazardous Waste Generators provided no record that would indicate that the leasehold area is the site of a regulated hazardous waste generator.

### **2.1.4 DEQ Environmental Cleanup Division Files**

The DEQ Environmental Cleanup Division (ECD) identifies and tracks contaminated sites within Oregon through the following two lists. The Environmental Cleanup Site Information (ECSI) List is an electronic filing system of sites in Oregon with contamination or potential contamination from hazardous substances. The Confirmed Release List (CRL) and Inventory is a list of sites where a release of hazardous substances has been confirmed. The Inventory list sites with confirmed releases of hazardous substances which require further investigation and cleanup. DEQ previously maintained this list under the name of the Site Assessment Database. The leasehold did not appear on either the CRL or ECSI files list.

The Port of Portland  
Berths 305 and 306  
Portland, Oregon  
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## 2.2 CERCLIS List Review

The EPA publishes a list of known sites that potentially pose some degree of threat to the environment or the health of the public. This list is known as the Comprehensive Environmental Response, Compensation and Liability Information System List (CERCLIS List). A review of the CERCLIS list did not indicate that the leasehold is listed as a CERCLIS site.

## 2.3 FINDS List Review

The Facility Index System (FINDS) is a central and common inventory of permitted facilities monitored or regulated by the EPA. FINDS also contains cross-references for program office databases that have additional information about a facility. The leasehold did not appear on the FINDS list.

## 2.4 State Fire Marshal's Office File Review

The State Fire Marshal's Office maintains the "Listing of all HazMat Incidents as Reported to the State Fire Marshal from 1987 to 1991". A review of incident reports list did not indicate a spill of hazardous materials has occurred on the leasehold. The list does indicate that a release of asbestos fibers occurred at Berth 304, located immediately northwest of Berth 305, on December 6, 1989. Port files indicate asbestos containing material removed from a ship under repair had been improperly handled by the repair contractor.

## 2.5 Aerial Photograph Review

Aerial photographs of the subject property for the years 1948, 1957, 1963, 1969, 1979, and 1987 were examined, observations are listed below. Copies of the 1948, 1957, 1969, 1979, and 1987 aerial photographs of the subject area are included in Appendix B.

- 1948 The Boiler Building number 35 and Navy Conversion Building number 77 are present on the subject property.
- 1957 The appearance of the subject property is unchanged. There are no ships in the berths.
- 1963 To the south and southwest of the subject property, a number of the buildings built during the war are being demolished.
- 1969 Demolition of the dock area at berth 306 and buildings 35 and 77 is complete. A new finger pier has been built at Berth 306.

1979 The storage sheds and boiler have been installed in their current locations at berth 306. Many of the commercial buildings currently on Swan Island are present.

1987 The sandblast and paint sheds are present on the leasehold.

NOTE: Ships occupied both berths in most of the photographs.

## 2.6 Local Geology

The subject property is located near the western boundary of the Portland Basin, at approximately 40 feet above sea level. The basin is bounded on the west and southwest by the Tualatin Mountains and on the east and southeast by the foothills of the Cascades. Faulting occurs on the eastern and western margins of the basin. A northwest-trending fault may also exist within the basin near Mount Tabor and Rocky Butte. Upland areas along the margin of the basin are commonly capped by flows of the Columbia River Basalt Group, small flows of Boring lava, and occasionally by sediments of the Troutdale Formation.

Based on geologic maps of the Portland quadrangle and on-site boring logs, it appears the subject property is underlain by approximately 20 feet of sandy-fill, alluvium deposited by the Willamette River between 20 and 100 feet depth, the Troutdale formation from approximately 100 to 400 feet below grade, the Sandy River Mudstone from 400 to 550 feet depth, and the Columbia River Basalt below 550-feet below grade.

A 189-foot deep 16-inch diameter well, installed for Continental Grain in 1957, is located approximately one-mile south of the subject property. Groundwater was obtained for industrial use from aquifers in the Troutdale formation between 135 and 183 feet below the ground surface. Storm water from the site enters the Swan Island Lagoon via on site storm drains.

## 2.7 Port of Portland Files Review

Several reports, data, letters, maps, and aerial photographs pertaining to the Ship Yard site were reviewed at the Port of Portland Environmental Services Office. Previously completed reports relating to the subject property are summarized below.

1. *Preliminary Environmental Assessment, Port of Portland Ship Repair Yard Dames and Moore, February 24, 1989.*

In 1989, Dames and Moore conducted an environmental investigation of the Swan Island Ship Repair yard, including the subject property. The primary issues of concern noted on



or adjacent to the leasehold were drum storage practices and the presence of an open drum which was leaking oil into a nearby catchbasin on the subject property.

2. *Environmental Assessment Report* Port of Portland Ship Repair Yard, Dames and Moore, June 7, 1991.

Dames and Moore completed a second environmental investigation of the Ship Yard in 1991. Drum management and the presence of orphan drums near the leasehold were again issues of concern. The report indicates management of drums, paint cans, and sandblast grit on or near the subject property had "improved" since the 1989 examination, however.

3. *Waste Drums - 1992 Disposal* Hahn and Associates, October 20, 1992.

Three drums with unknown contents were found at Berth 305 in 1992. The Port's consultant, Hahn and Associates, arranged to have the contents profiled. The profiles indicated that the contents of two of the drums were non-hazardous. The material in the third drum was considered hazardous because it contained a silver concentration which exceeded the applicable regulatory limit. All three drums were subsequently removed from the site.

4. *UST Decommissioning, Port of Portland, Swan Island Industrial Park, Portland Ship Repair Yard* Hahn and Associates, November 29, 1990.

This file contains the same report discussed above in section 2.1.2 DEQ Northwest Regional LUST and UST Cleanup Lists.

### 3.0 SITE EXAMINATION

A site examination of the subject property was conducted on December 23, 1993. The site examination consisted of touring the subject property, making observations of the general environmental conditions at the subject property and visually observing the subject property and contiguous properties for evidence of contamination.

The subject site consists of approximately 2.5 acre, rectangularly-shaped, dock area adjacent to Berths 305 and 306. The leasehold is bordered by the Swan Island Lagoon to the northeast, Berth 307 to the southeast, Northwest Marine and Lagoon Avenue to the southwest, and Berth 304 to the northwest. Topographically, the subject property is relatively flat.

For the location of the subject property refer to Figures 1, 2, and 3, the Port of Portland Operating Facility, Vicinity, and Site Maps, respectively. The findings of the site examination are presented below. Photographs of the subject property and a site map with photo locations are included in Appendix C.

#### 3.1 Site History

Swan Island was the site of Portland's first airport which occupied the subject property between 1927 and 1940. One of the airport runways was located near the leasehold. From 1940 until 1948 Swan Island was leased to the military for the construction of ships by the Kaiser company. During this time, Berth 305, Berth 306, Building 77 (the Navy Conversion Building) and Building 35 (the Boiler building) were constructed on the subject property. The Port re-acquired the property in 1948 and by 1953 had moved ship repair operations to the site. Building 35, Building 77 and the dock area at Berth 306 were demolished by the late 1960's. The leasehold appears to have undergone only minor changes since that time.

#### 3.2 Berth 305

##### Yard and Dock

The yard and dock areas of Berth 305 are covered with asphalt and have been re-paved since 1990. An UST, discussed in Section 2.1.2 of this report, was removed from the site in 1990. No evidence of the asphalt patch shown in the UST decommissioning report was noted during the site visit.

There are several 9-inch by 24-inch wooden grates located at intervals of approximately 50 feet along the margin of the dock and the yard. Each grate has a removable cover/plug. When the covers are removed, material can be swept into them which will fall onto the ground surface below the dock.

There are two storm water catchbasins located in the yard. Signs on the catchbasin grates indicate they drain directly into the Swan Island Lagoon.

### **Below Dock**

Stairs located near the northern margin of the site lead down to a series of catwalks below the dock. Sandblast grit was observed on the ground surface beneath a number of the wooden grates on the dock.

Labels on steam pipe insulation indicate it contains asbestos. The Port has a consultant inspect the condition of the insulation on a regular basis.

### **Sheds and Crane**

There are three sheds located near the southeastern margin of the berth and next to Berth 306. The floor of all three sheds is the existing asphalt surface. Several 1 to 5-gallon cans with labels indicating they contained thinner, hydraulic fluid, and paint were located on the north side of the sheds.

The eastern shed contained a few wooden pallets with unopened bags of sandblast grit. The floor was covered with sandblast grit.

The central shed appears to have been used for painting equipment or vehicles. A third storm water catchbasin is located inside this shed. Port drawings of the site show that fluids entering the catchbasin drain into the lagoon. No indication of this is present on the catchbasin grate, however.

A workbench lines the back wall of the western "blue" shed.

An electrically-powered crane was parked next to the eastern shed. The crane moves along the dock on rails.

## **3.3 Berth 306**

### **Sheds**

Two storage sheds were located near the northern margin of Berth 306. The floor of both sheds is the existing asphalt surface and the entrance to each shed is gated and locked. The western shed contained large spools of cable. The western shed is used to store full or partially-full 55-gallon drums of oil. Drums in current use have hand pumps and are kept in a metal box which provides secondary containment in the event of a release. Minor oil stains were observed on the asphalt floor of the shed.

## Boiler

A mobile boiler is located to the east of the oil storage shed. The boiler was used on a temporary basis for the steamline under Berth 305. According to Mr. Fletcher Hunt, the Ship Yard Services Manager, the boiler was fueled by natural gas while at this location.

## Yard

The yard area of Berth 306 is asphalt-covered. The Port is currently using this area for storing used drums, parts, wood, and equipment.

Approximately 15 empty 55-gallon drums were located in the northwest half of the yard immediately southeast of the oil storage shed. They also appeared to have contained oil. No significant evidence of surficial staining was observed around these drums.

Southeast of the empty oil drums were two pallets. A number of empty 5-gallon plastic buckets were stacked on one of the pallets. The other pallet held six approximately 20-gallon drums of grease. One of the drums was open and half-full of grease. A seventh grease drum was on its side next to the grease pallet. An additional white bucket, containing a mixture of grease and water, was located approximately five-feet east of the pallets. The grease/water mixture had spilled, staining the surrounding 5 to 10 square-feet of asphalt.

Approximately five, empty, plastic drums labeled "Climax Product 352" were located near the northwest corner of the cable shed. The labels indicated the product was used for corrosion control.

Not all the drums and containers located in the unsecured portion of the berth were labeled.

In the southeastern half of the berth a full, rusty, "Valvoline" drum was observed immediately east of a cargo container. Three gas cylinders were stored on a pallet to the west of the container.

A number of used tires were piled near the southwest corner of the berth. The berth also contained ship winches, anchors, a gravel pile, wooden beams, metal parts, and several large concrete blocks.

Each catchbasin in this area appears to have a separate drain pipe to the lagoon.

#### 4.0 IMPACTS FROM ADJACENT PROPERTIES

No significant surficial staining or stressed vegetation was observed at any contiguous property during the site visit.

A large aboveground storage tank (AST) and adjacent building are located immediately southwest of the leasehold. Port drawings indicate the AST and building have been used to train personnel in the repair and maintenance of the Ship Yard's Ballast Water Tanks. The AST, which is empty, was moved to its current location and has reportedly not been used to store hazardous or regulated materials while at this location.

## 5.0 CONCLUSIONS

Based on a document review and field observations, Century West has prepared the following conclusions.

### 1. *Past Property Uses*

The subject property has been used for ship repair for over fifty years. Over this period of use it is likely that hazardous materials, potentially including materials containing asbestos or PCBs, were temporarily used or stored on the property. A complete history of past repair activities at the site was not available for this investigation.

### 2. *Current Property Uses*

No evidence of hazardous materials impacts to the site were observed during the site visit. The sheds at Berth 305 appear to have been used recently for sandblasting and painting. Any significant release of paint or paint related fluids would enter a catchbasin in the paint shed which discharges directly to the adjacent lagoon. In addition, there is sandblast grit covering the floor in the sandblast shed and below the wooden grates on the dock. Several small containers of paint related material are stored next to the sheds.

There are a number of drums and plastic buckets stored in the northwestern half of Berth 306. The drums are in an uncovered, unsecured area. Some of the drums are unlabeled or do not have lids. There is a full drum labeled "Valvoline" located to the east of a cargo container in the southeastern half of the berth.

There are approximately 25 waste tires stored at Berth 306. A DEQ permit is required to store over 100 tires at the site.

### 3. *Regulatory Review*

A review of regulatory files did not indicate that current or past use of the property presents a potential concern to environmental conditions on the subject site. Verification samples collected from beneath the UST removed at Berth 305 in 1990 indicated that no impacted petroleum-hydrocarbon soil was left in the excavation.

### 4. *Contiguous Properties*

No contiguous property which might pose potential environmental concerns to the subject property, was identified during the site visit.

## 6.0 RECOMMENDATIONS

Based upon the conclusions of this investigation, Century West Engineering offers the following recommendations.

- Based on the lack of evidence of any current or past hazardous material impacts to the subject property, and the relatively small environmental concern posed by adjacent properties, Century West Engineering recommends that no further investigative activities be conducted at this time.
- The contents of the "Valvoline" drum should be determined and the drum should be disposed of properly.
- In order to prevent releases and to discourage the appearance of "mystery drums", all drums at the site should be labelled and stored in a secure and covered area with appropriate secondary containment.
- The storm drain in the paint shed at Berth 305 should be plugged. Any other storm drains which discharge directly to the lagoon should be labeled.
- Sandblast grit in the shed and under the dock should be removed from the site and disposed of properly.
- The Port should consider sealing the wooden grates on the dock at Berth 305.
- Arrangements should be made to properly dispose of the waste tires at Berth 306.

## 7.0 LIMITATIONS

In part, these findings, conclusions and recommendations are based on the best available information known or made available by regulators, other consultants or other sources. Over time, the surficial evidence of some activities is obscured or obliterated entirely. It is possible that certain adverse conditions could exist at the site which were not detected in this evaluation.

The services provided under this contract as described in this report include professional opinions and judgments based on data collected. These services have been provided according to generally accepted engineering practices. The opinions and conclusions contained in this report are typically based on information obtained from:

1. Observations and measurements made by our field staff.
2. Contacts and discussions with regulatory agencies and others.
3. Review of available hazardous substance or solid waste lists.
4. Opinions and judgments of Century West based on the information available.

The Port of Portland (the **CLIENT**), acknowledges that Century West has been retained for the sole purpose of assisting the **CLIENT** in evaluating the environmental liability associated with the project site. It is recognized and agreed that Century West has assumed responsibility only for performing this investigation and presenting this report and conclusions to the **CLIENT**. The responsibility for making any further evaluation, disclosure or report to any third party or for the taking of corrective, remedial and mitigative action, shall be solely that of the **CLIENT**. The **CLIENT** agrees to hold Century West harmless from any and all liability, damage, loss, cost or expense, including attorneys' fees, in any way arising from the claim of any third party. Century West agrees not to make, except to the **CLIENT** or at the **CLIENT**'s request, any report to any third party not legally required of it.



In the professional judgment of Century West, the services performed pursuant to the Scope of Services are an adequate basis to collect data for a preliminary evaluation of the site and upon which to draw the conclusions stated in Section 5.0 of this Report of Findings.

Sincerely,

CENTURY WEST ENGINEERING CORPORATION

*Bob Carson*

Bob Carson  
Environmental Scientist

*[Signature]*

Eric Mears  
Environmental Group Manager



## 8.0 REFERENCES

### MAPS

USGS. Portland, Oregon 7.5 minute quadrangle topographic map.

### REGULATORY AGENCIES

#### *Oregon Department of Environmental Quality:*

Hazardous Waste Handlers Notifying as Small Quantity Generators,  
December 6, 1993.

Hazardous Waste Handlers Notifying as Fully Regulated Generators,  
December 6, 1993.

Northwest Region LUST list,  
April 19, 1993.

Environmental Cleanup Site Information System,  
October 14, 1993.

UST Facilities by Zip Code,  
September 28, 1993.

UST Cleanup List,  
October 4, 1993.

#### *U.S. Environmental Protection Agency:*

E.P.A. Region 10 Total RCRA Notifiers, November 10, 1993.

Facility Index System (FINDS), October, 1993.

Superfund Program, CERCLIS Site/Event Listing,  
June 8, 1993.

## INFORMATION SOURCES

Oregon State Fire Marshal's Office, Incident Reports 1987-1991.

### **Port of Portland Files:**

*Preliminary Environmental Assessment, Port of Portland Ship Repair Yard*  
Dames and Moore, February 24, 1989.

*Environmental Assessment Report* Port of Portland Ship Repair Yard, Dames  
and Moore, June 7, 1991.

*Waste Drums - 1992 Disposal* Hahn and Associates, October 20, 1992.

*UST Decommissioning, Port of Portland, Swan Island Industrial Park, Portland*  
*Ship Repair Yard* Hahn and Associates, November 29, 1990.

List of Tenents and Ships at Berths 305 and 306, 1986-1994

### **Port of Portland Drawings:**

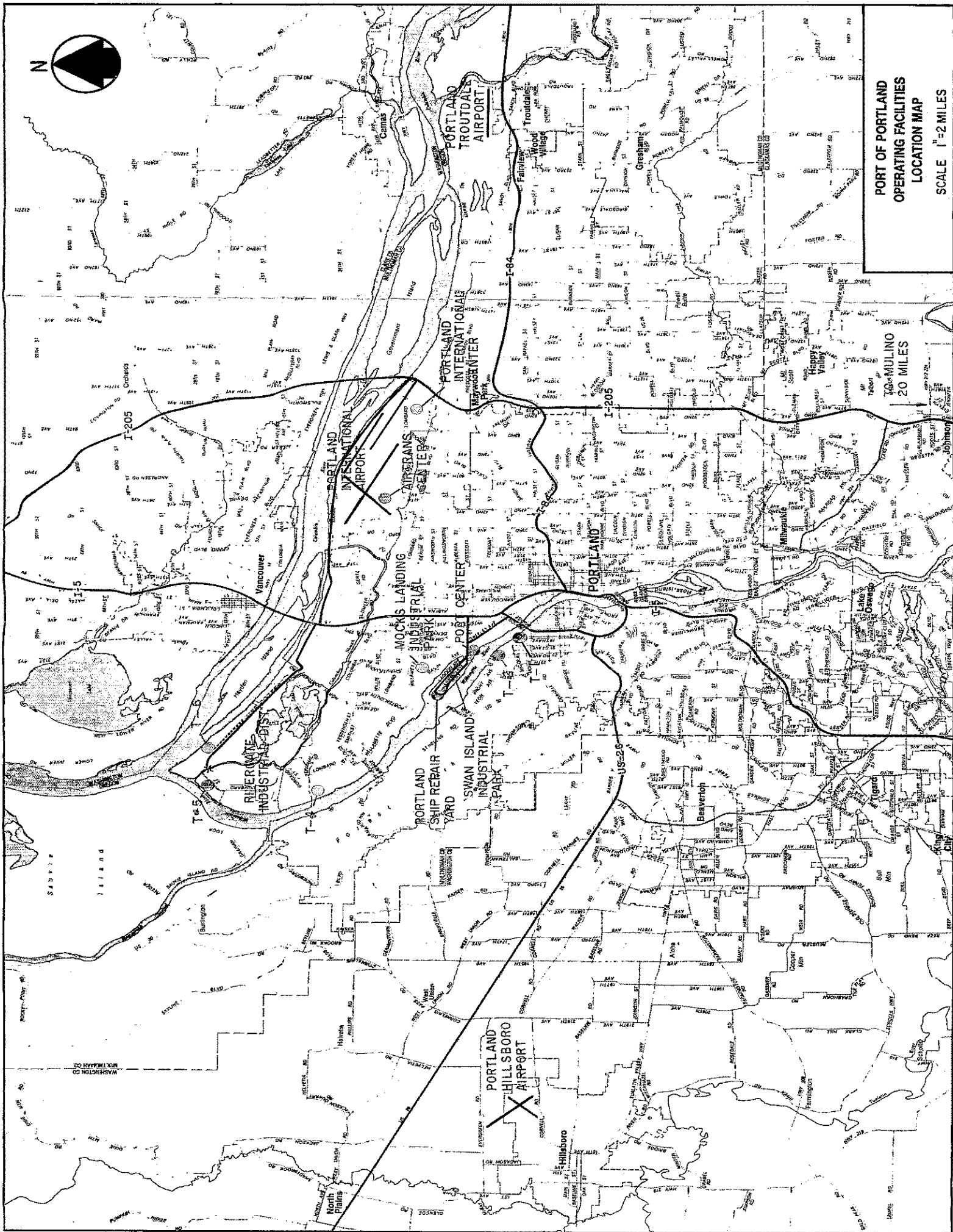
SI 15-1; 77-43-1-1/4; 56-3; 68-4

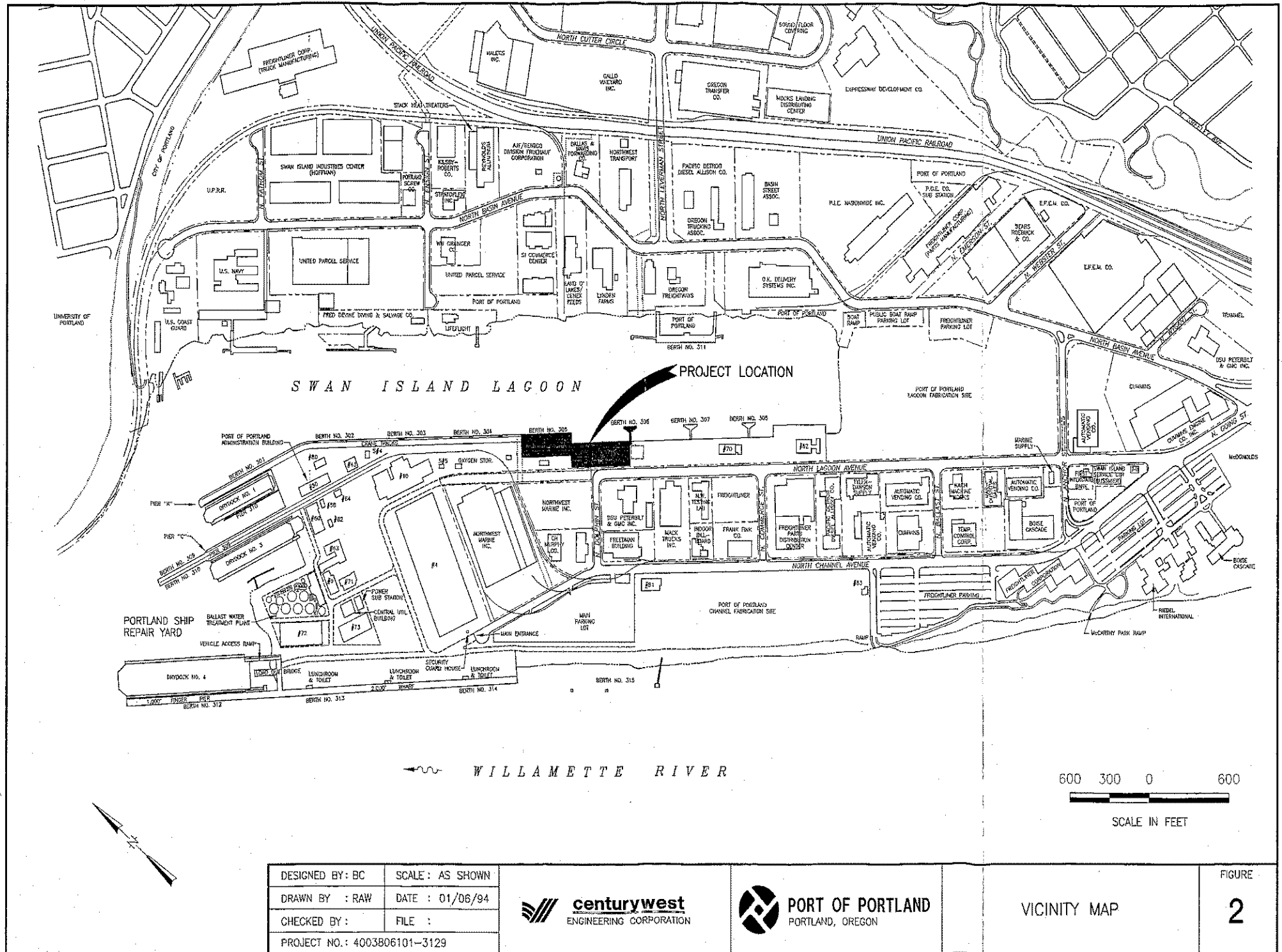
YA 56-501-11/18; 56-501-16/18; 83-3-3/22; 89-6-1/1

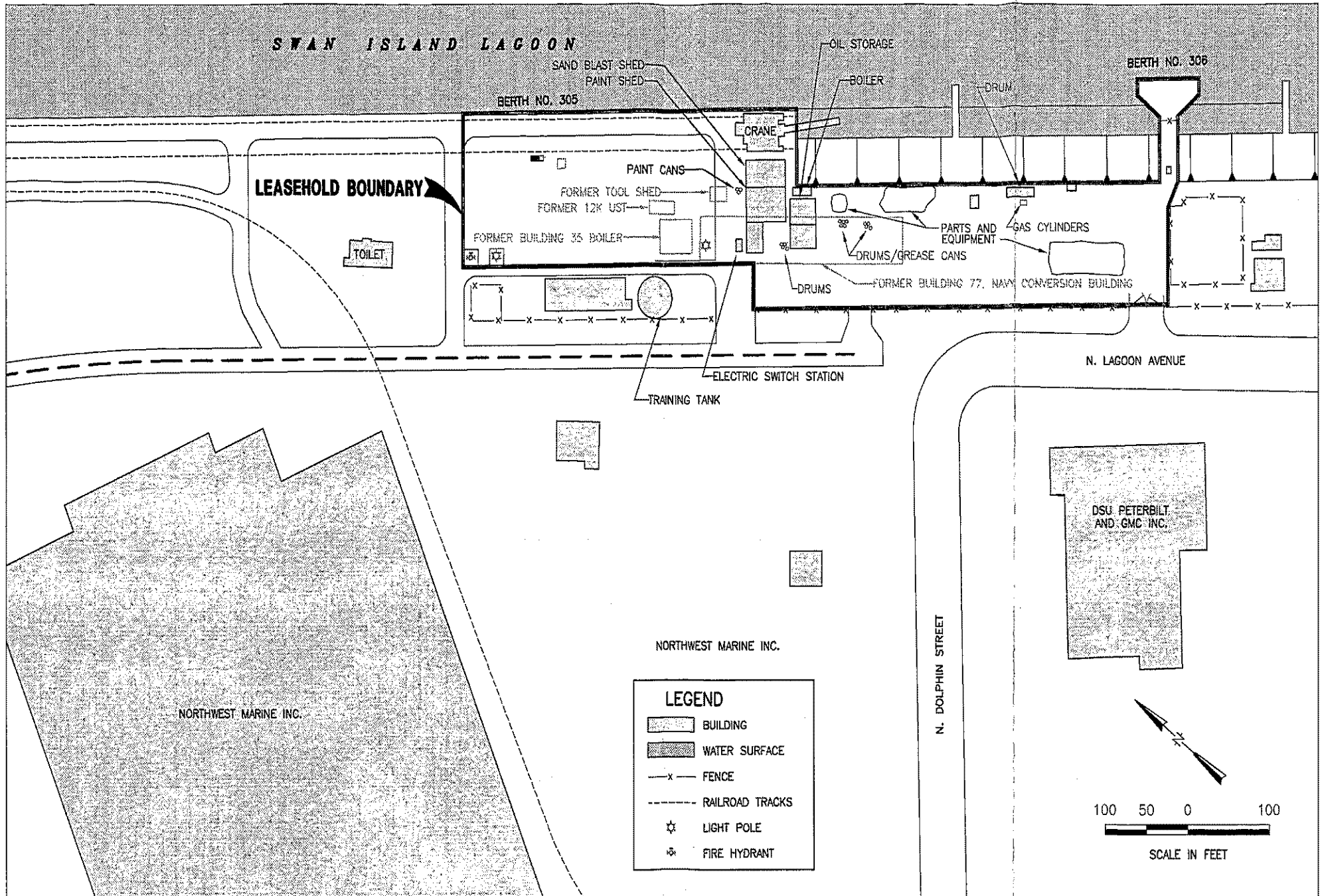
**FIGURES**

**FIGURES**

**LOCATION AND SITE MAPS**








DESIGNED BY: BC	SCALE: AS SHOWN
DRAWN BY : RAW	DATE : 03/15/94
CHECKED BY :	FILE :
PROJECT NO.: 4003806101-3129	



SITE PLAN

FIGURE  
**3**





## APPENDICES

**APPENDIX A**  
**SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Level I Environmental Site Assessment (Oregon)**

##### **PURPOSE OF ASSESSMENT**

The purpose of the Level I Environmental Site Assessment (ESA) is to assess the potential risk that the subject property may be contaminated by hazardous substances (including petroleum products), that hazardous substances may be located on or under the property, or that existing conditions on the property may violate applicable environmental laws.

The Level I Environmental Site Assessment is focused on the land and does not attempt to discover or define those conditions that may exist in an office setting or structure which would contribute to indoor air hazards such as sick building syndrome. Nor does the assessment include collection or analysis of samples of soil, groundwater, or materials suspected of containing asbestos or other hazardous substances; or testing for radon gas. Furthermore, the assessment does not attempt to designate previously unidentified wetlands.

##### **SCOPE OF WORK**

In order to satisfy the above stated purpose, the assessment will consist of an examination of all reasonably ascertainable and readily accessible information regarding current operations on the property, its land-use history, and a general characterization of surrounding land uses. The assessment will also include a physical examination of the property. Details of the services provided follow:

##### **TASK 1: RECORDS RESEARCH AND COMPILATION OF SITE-SPECIFIC INFORMATION**

Examination of selected information determined to be pertinent to the subject property. Records examinations are not all-inclusive and may be limited by the Client's schedule, financial commitment, and the availability of information.

## **RESPONSIBILITIES OF CLIENT**

1. Provide a title search and chain-of-title or title abstract to the property(s).
2. Provide additional pertinent documents including, but not limited to, a list of past and present property tenants (which would not be reflected by the chain-of-title), Facility Operation Plans, building and site plans/bluelines, tenant improvement drawings, specifications, soils and boring reports, building and occupancy permits, architects and engineers certification of compliance, and permits with the Oregon Department of Environmental Quality (DEQ).
3. Provide in-house reports or information regarding any violations of environmental regulations.
4. Arrange for Engineer (Century West) access to owner and/or tenant.
5. Provide a complete legal description and map detailing property boundaries.

## **SERVICES TO BE PROVIDED BY CENTURY WEST**

1. Examine Client-provided documents and interview appropriate individuals regarding current or past use of the property that may have led to potentially adverse environmental impacts.
2. Review current and historical aerial photographs (where available).
3. Review U. S. Geological Survey (USGS) topographic maps.
4. Examine Oregon Department of Environmental Quality (DEQ) files for documented releases of regulated materials at the site. If releases have occurred, determine what corrective actions were taken, and evaluate the adequacy of those actions.
5. Determine whether any of the current tenants are regulated under the Resource Conservation and Recovery Act (RCRA) as a generator of hazardous waste, or the owners or operators of treatment, storage, or disposal facilities for hazardous waste.
6. Review the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Information System List (CERCLIS List) to determine whether there are any known existing or abandoned hazardous materials handling sites or facilities within one mile of the property.

Scope of Services  
Level I ESA  
BD\SOS.LI (lfr/gk)

7. Review DEQ lists of registered or permitted Underground Storage Tanks (USTs) including lists of leaking USTs.
8. Review available USGS and Oregon Department of Geology and Mineral Industries studies and information on geology, hydrogeology, surface water, and groundwater in the immediate vicinity of the property.
9. Contact current property owner and tenant(s) and appropriate state and local agencies and other sources of public information to evaluate the past uses of the property, and whether past or current uses of the property involve substances subject to environmental regulation, or may have led or may lead to potentially adverse impacts to the environment.
10. Review State Fire Marshal and local fire department records.
11. Review applicable land-use documents to determine if the property lies within or includes areas defined as wetlands.

## **TASK 2: SITE EXAMINATION**

Conduct a site visit to the property. The following subtasks will be performed as part of this task.

### **SERVICES TO BE PROVIDED BY CENTURY WEST**

1. Conduct a Site Examination visit. Make on-site observations for evidence of current or past practices which may be indicative of environmental contamination. Observe whether visible evidence of hazardous and/or toxic substances is present. Note observable violations of applicable environmental regulations.

The site visit will identify (through visual and olfactory observation) potential sources of adverse environmental impacts, including the presence of USTs, stored drums, waste storage piles or impoundments, pipelines and landfilled materials.

2. View the contiguous properties from the subject property and from public right-of-ways. Evaluate whether potential sources exist on those properties which could lead to adverse impacts to the subject property.

Scope of Services  
Level I ESA  
BDVSOS.LI (jlr/gk)

3. Identify specific areas where, based upon the above tasks and subtasks, testing and/or subsurface investigations are required.
4. Photograph pertinent conditions observed in Subtasks 1 and 2.

#### **RESPONSIBILITIES OF CLIENT**

1. Arrange for access to site and building.
2. Designate contact person(s).

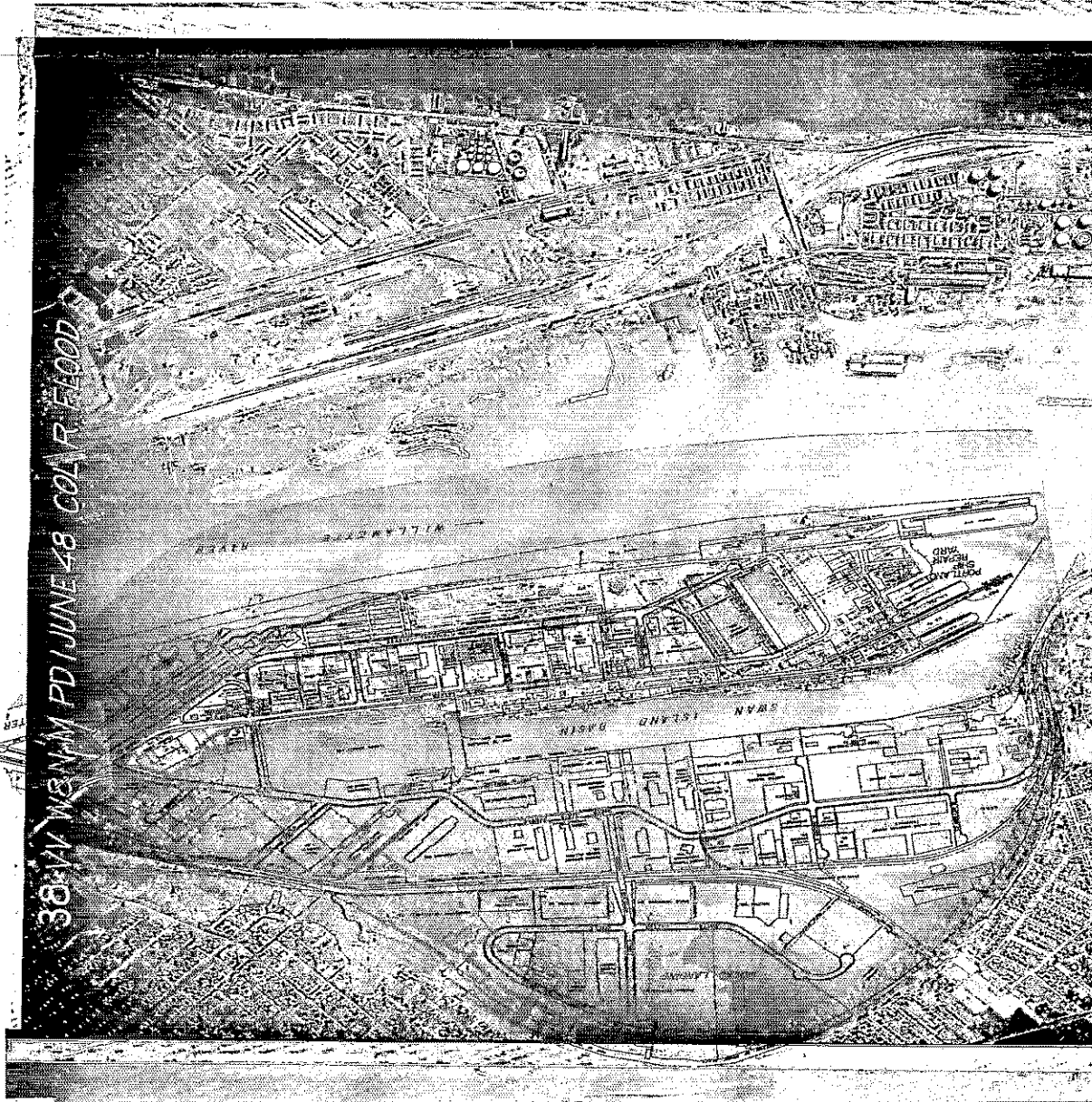
#### **TASK 3: REPORT**

Based upon information gained in Tasks 1 and 2 of the Environmental Site Assessment, Century West will prepare a written report which summarizes the findings of the investigation. The report will be a confidential document and include the following information (where applicable):

1. A history of known or suspected past and current uses of the property, including known or suspected activities conducted in connection with such uses that create a reasonable suspicion that the property may not be in compliance with current environmental regulations.
2. A brief description of the geology and hydrogeology of the site.
3. Identification of areas on the property which show a probability of having been contaminated by past or current facility operational practices.
4. Lists of properties adjacent to the subject property with potential contaminants (e.g., USTs, hazardous wastes) based on observations made during the site visit.
5. Identification of areas of insufficient information regarding the site.
6. Recommendations for further testing and/or subsurface investigations, if required. Such recommendations will include a statement outlining the testing or investigation objectives.
7. Copies of site maps, photographs, and other pertinent background materials will be included where available and appropriate.

Five copies of the report will be issued to the Client unless otherwise requested.

**APPENDIX B**  
**AERIAL PHOTOGRAPHS**



**PORT OF PORTLAND**  
PORTLAND, OREGON

1948

**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129 | DATE: 01/04/94





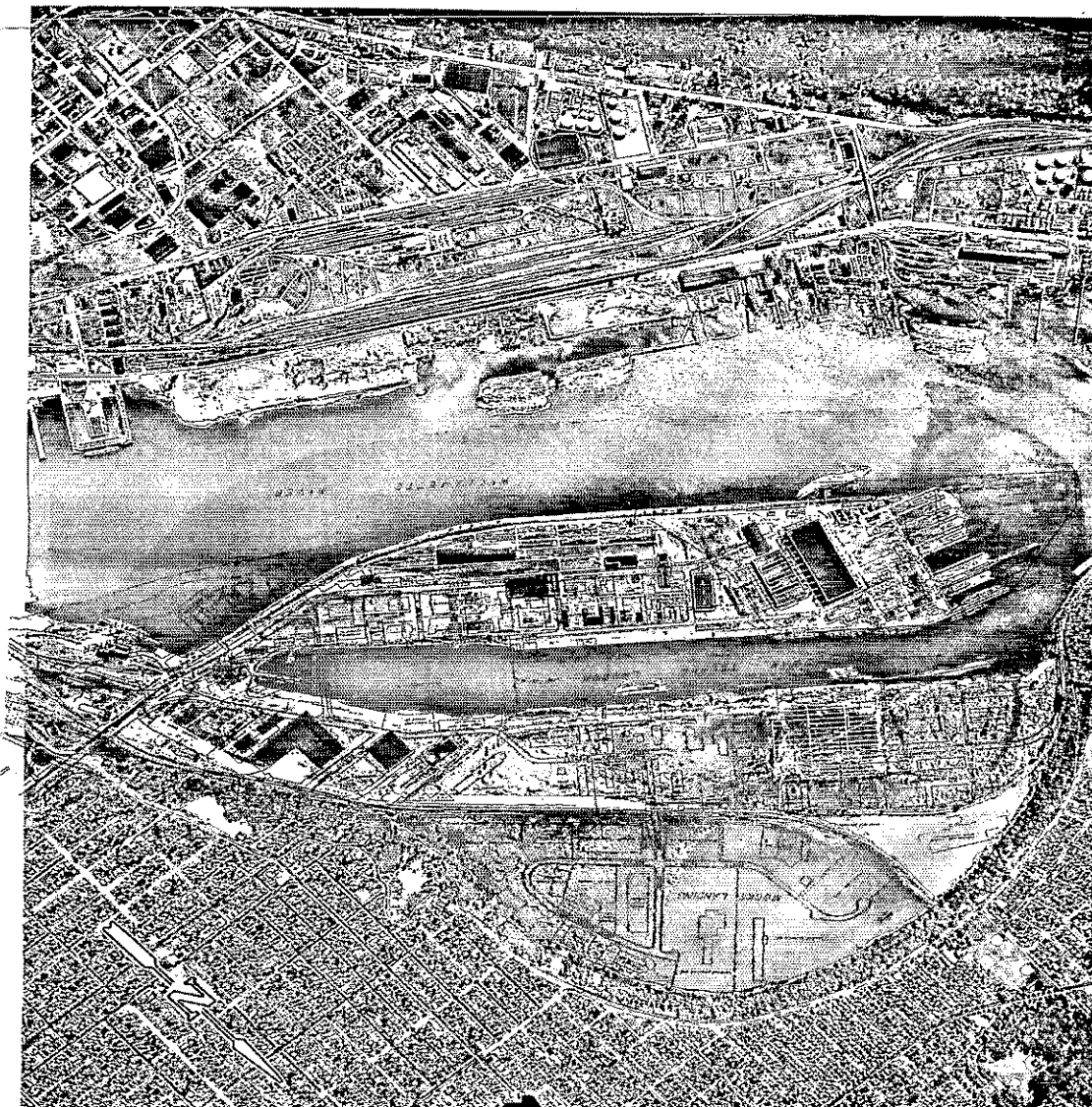
**PORT OF PORTLAND**  
PORTLAND, OREGON

1948



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129 DATE: 01/04/94



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003506101-3129 DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

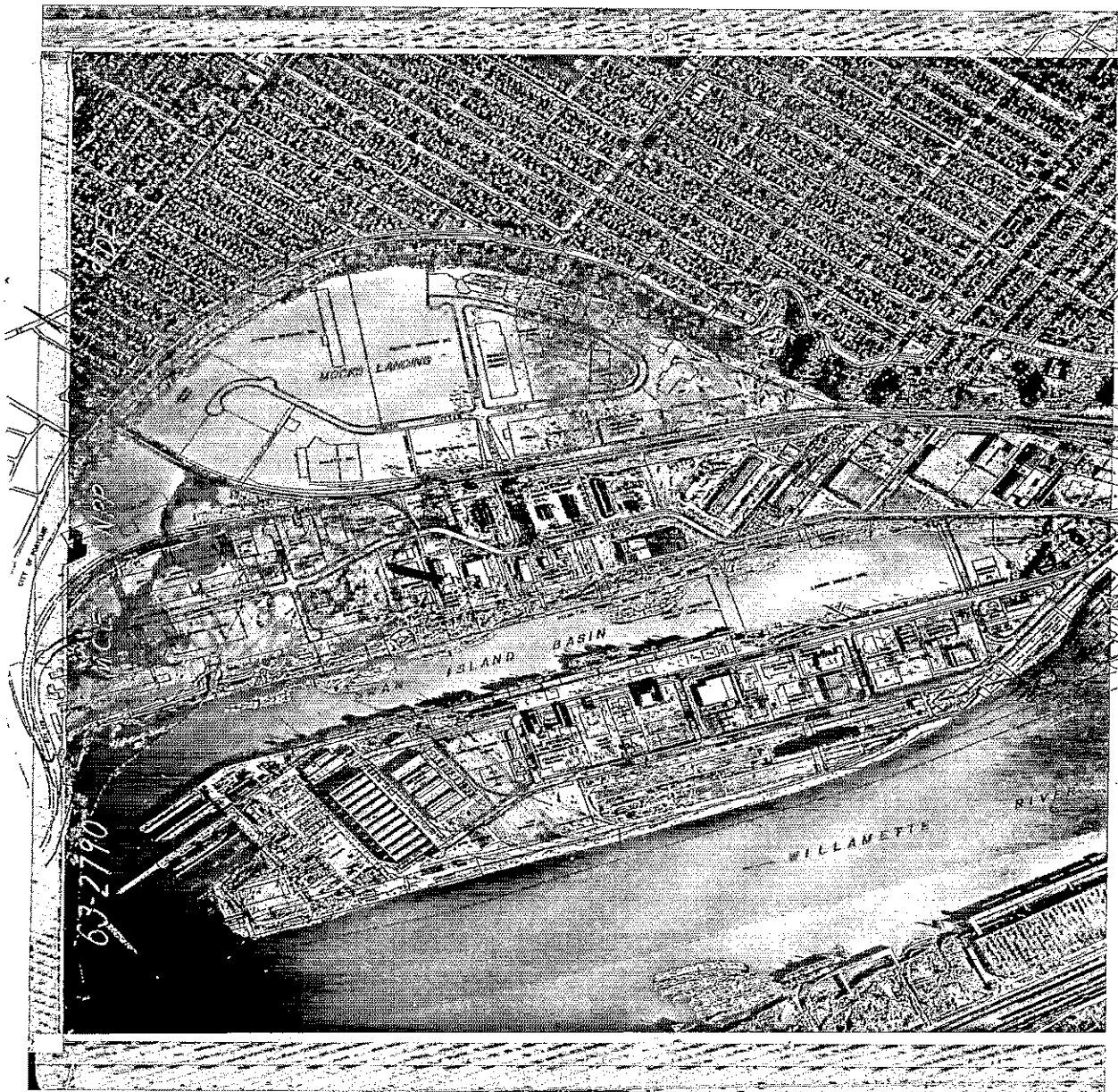
1957



1957



PROJECT NO. 4003806101-3129 DATE 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

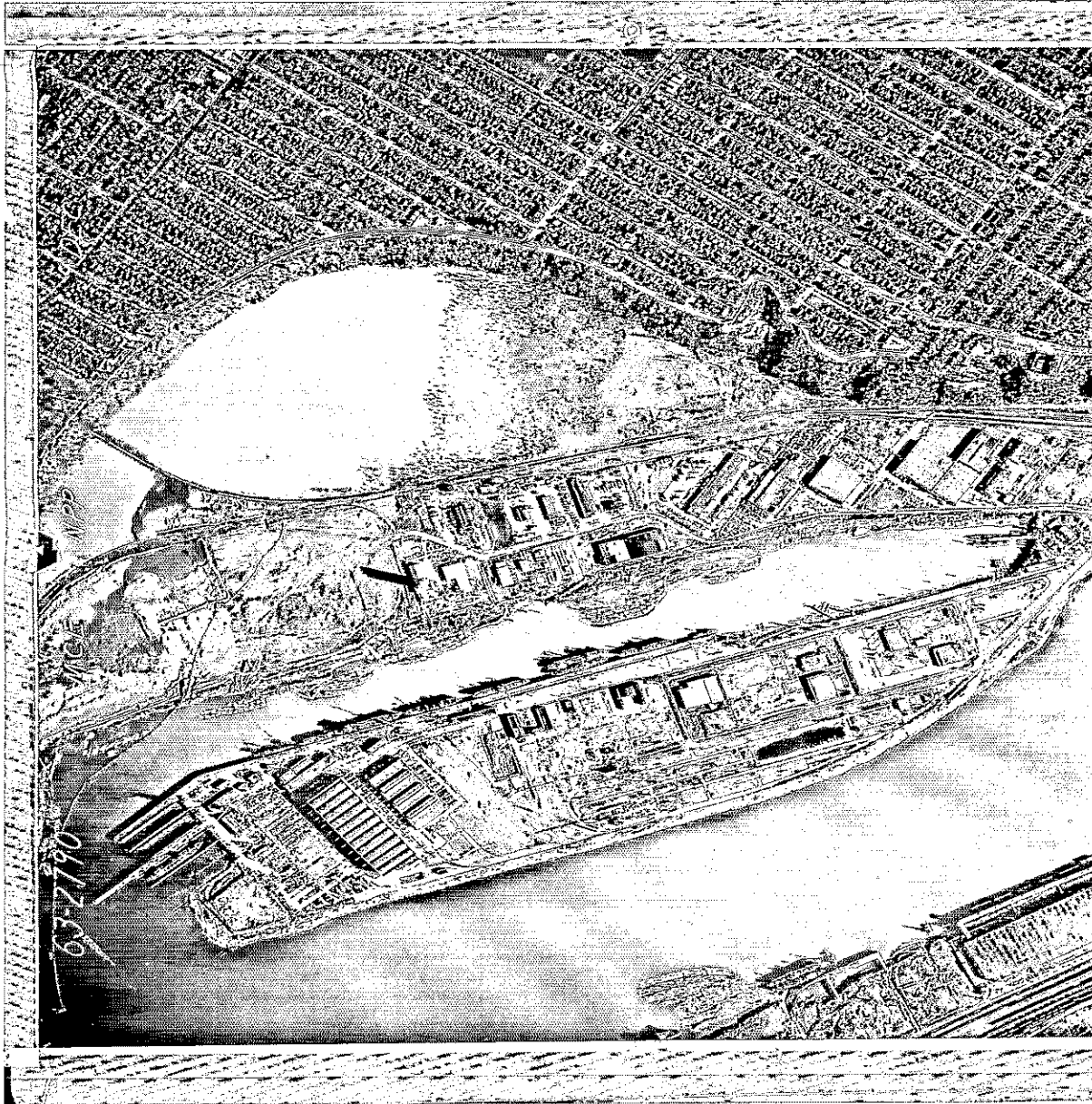
1963



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129 DATE 01/04/94





63-2790



1963



PROJECT NO. 4003806101-3129 DATE: 01/04/94



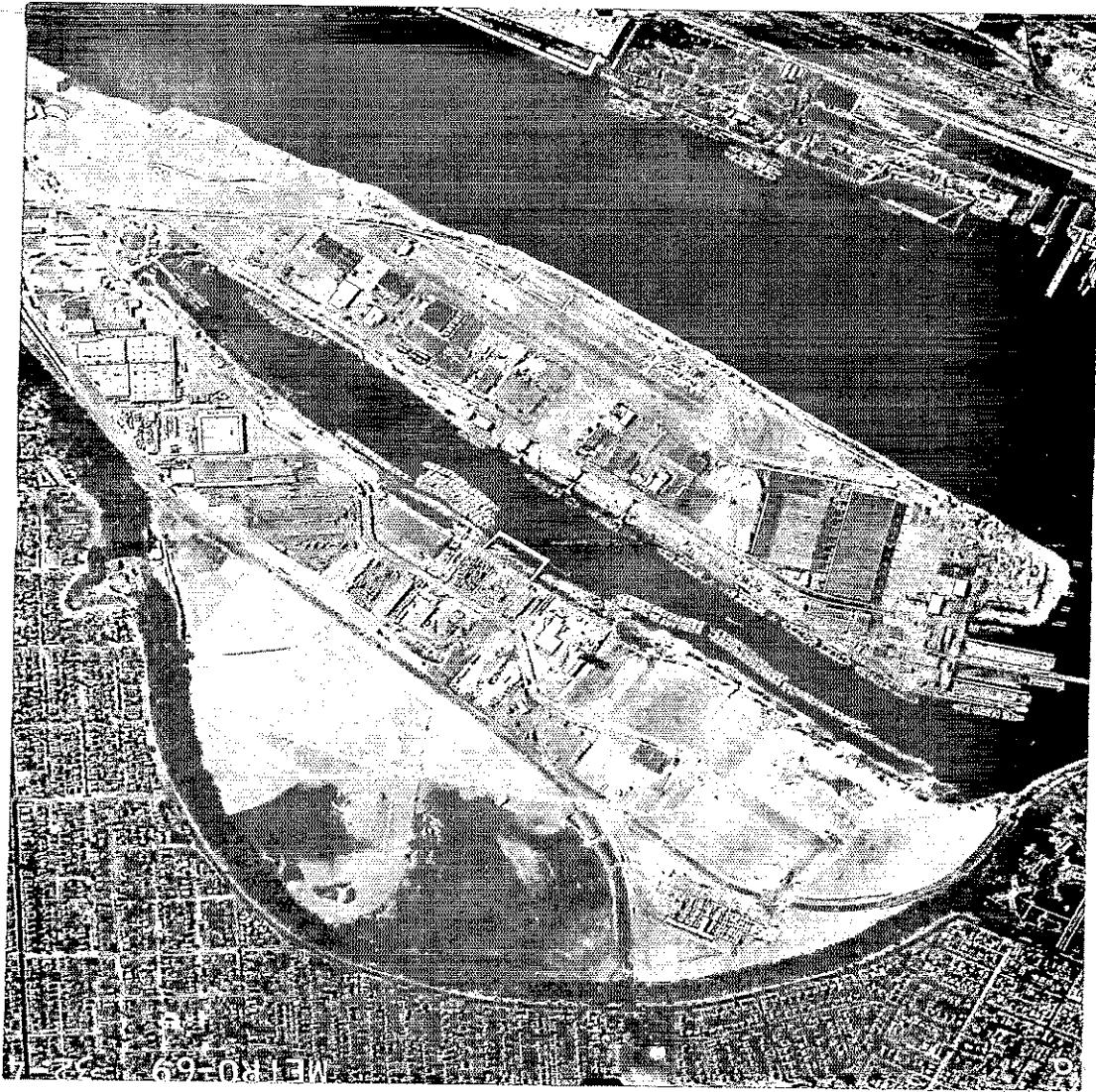
**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129 DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

1969



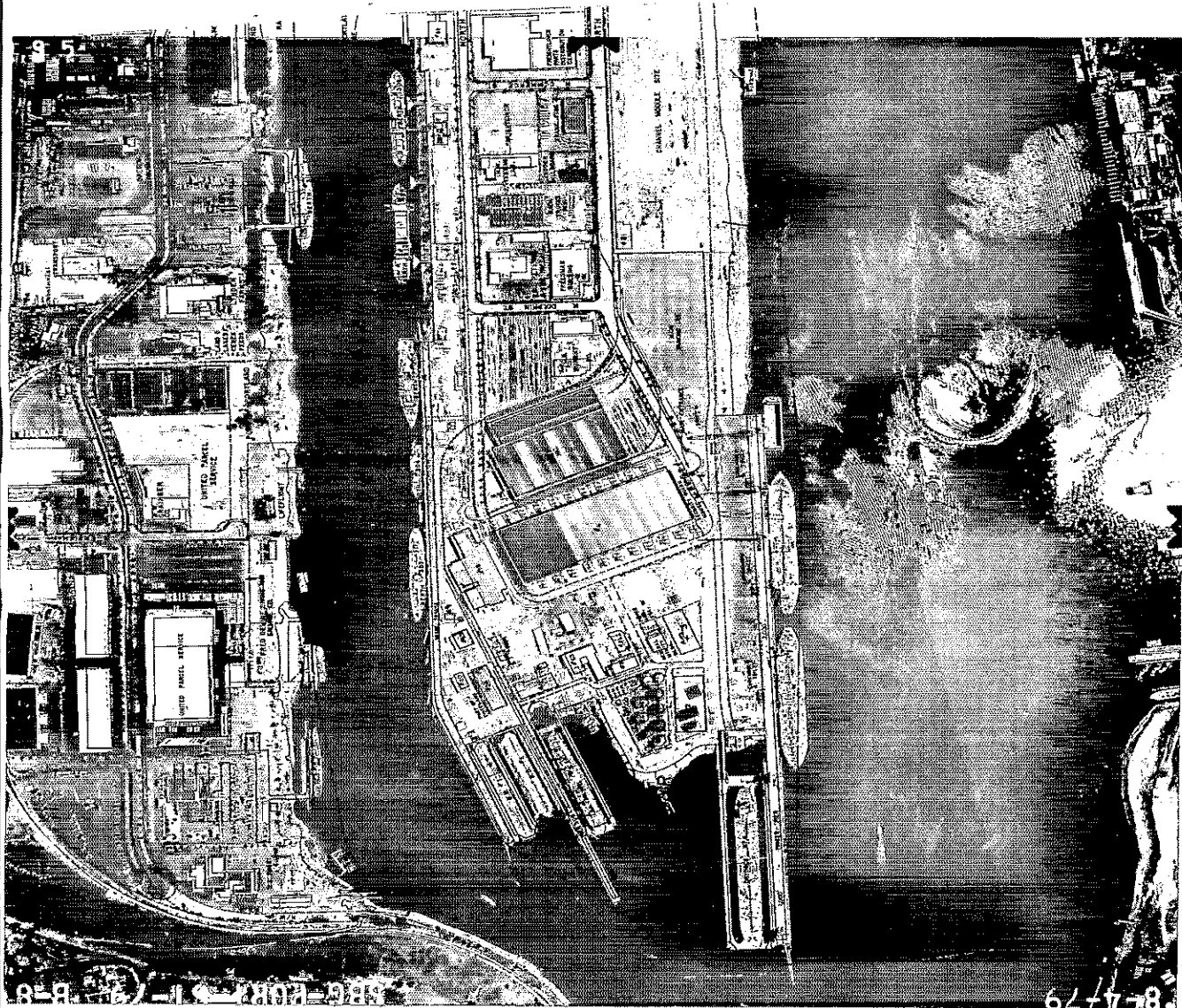
**PORT OF PORTLAND**  
PORTLAND, OREGON

1969



**century west**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129 DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

1979



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129 DATE: 01/04/94





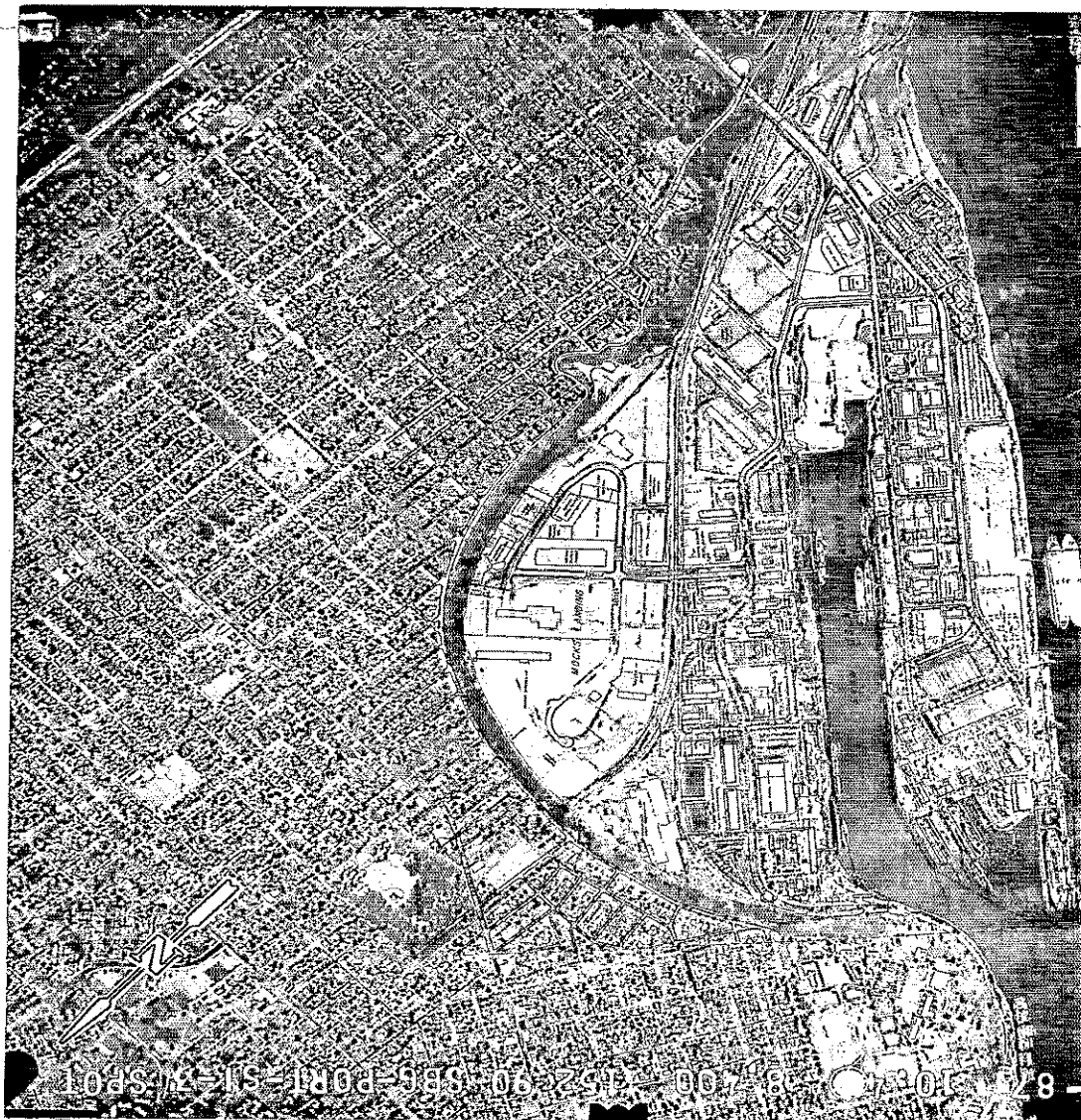
PORT OF PORTLAND  
PORTLAND, OREGON

1979



centurywest  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129 DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

1987



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129 DATE: 01/04/94



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101-3129

DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

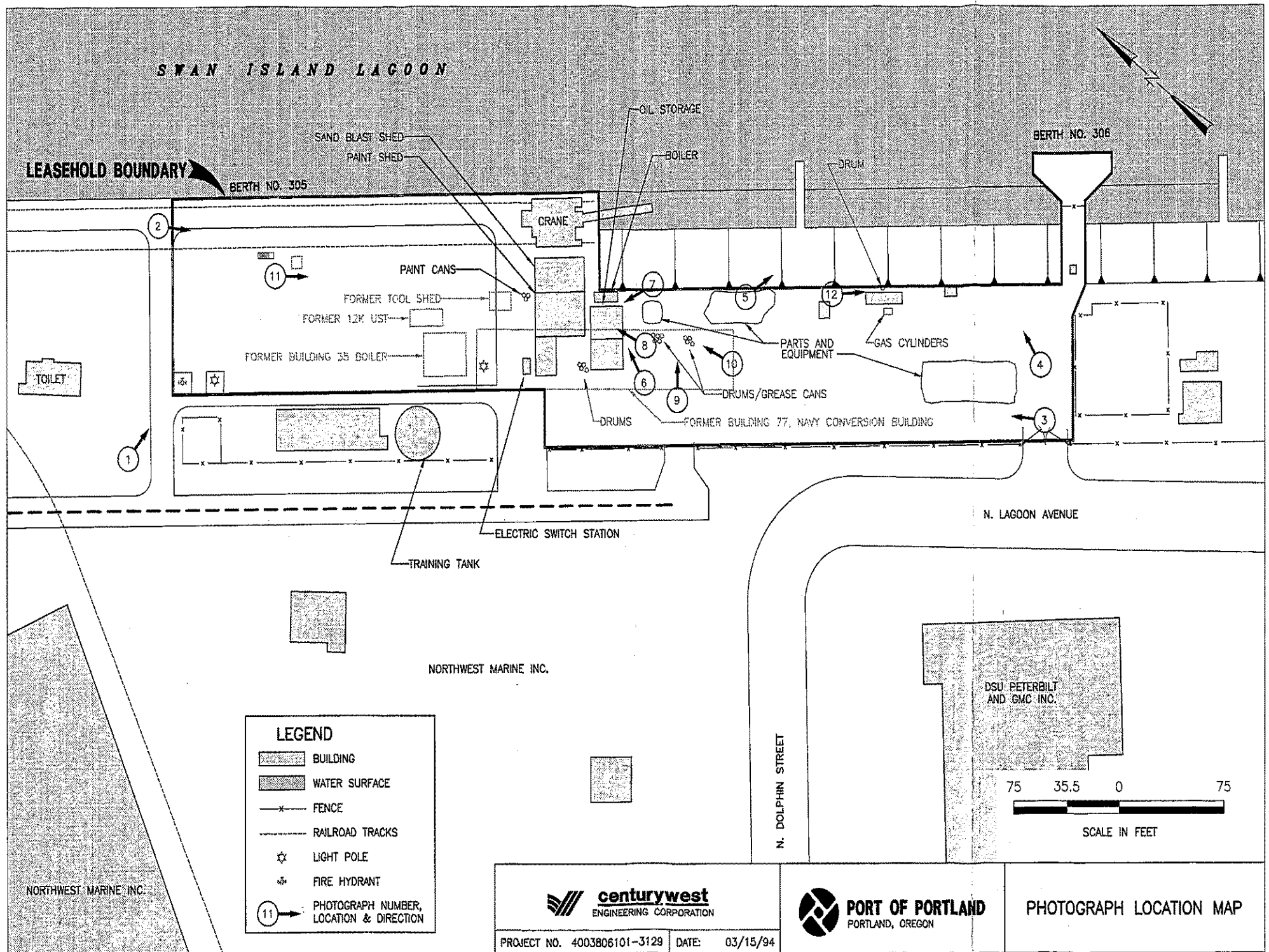
1987

**APPENDIX C**

**PHOTOGRAPHS, PHOTO DESCRIPTIONS, AND PHOTO  
LOCATION MAP**

### PHOTOGRAPH DESCRIPTIONS

- 1) Photo of the subject property taken from near the northwest corner of the parcel looking toward the east and southeast.
- 2) Photo from near the northeast corner of the subject property looking southwest.
- 3) Photo from the southwest corner of the site looking northwest.
- 4) Photo from the southwest corner of the site looking northeast.
- 5) The bank and lagoon at Berth 306. View is to the southeast.
- 6) The two sheds at Berth 306 looking northeast.
- 7) Photo of the mobile boiler looking northwest.
- 8) Photo of interior of the oil shed looking northwest.
- 9) Drums and miscellaneous material at Berth 306. View to the northeast.
- 10) Photo of grease drums and buckets at Berth 306. Note the open grease drum and the spill near the bucket in the right background.
- 11) Photo of a wooden grate at Berth 305 looking southeast.
- 12) Photo of the "Valvoline" drum at Berth 306.





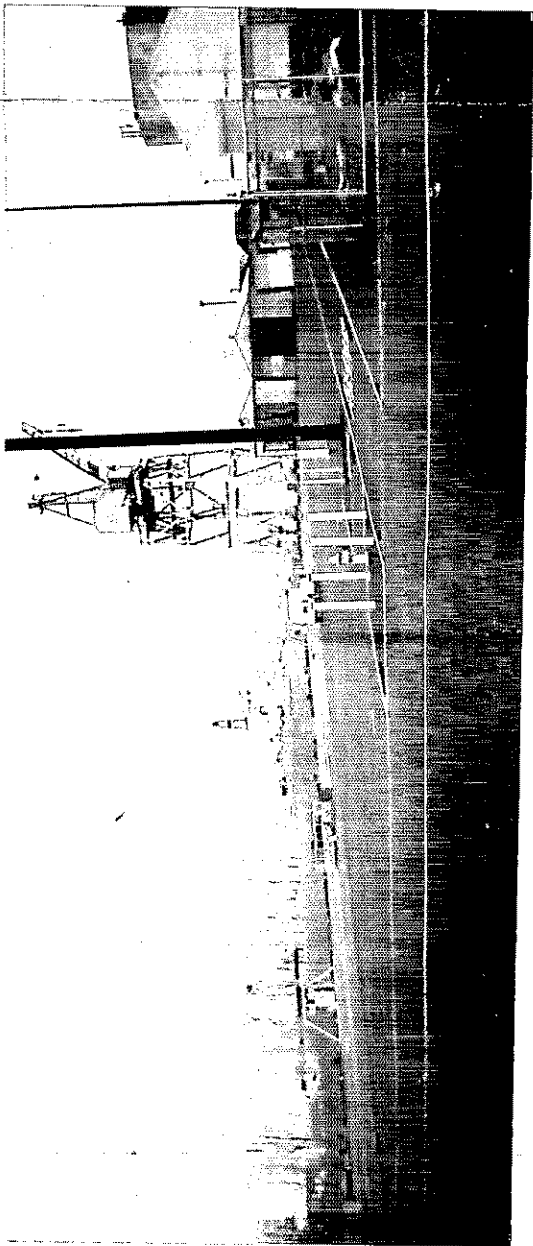


PHOTO-1

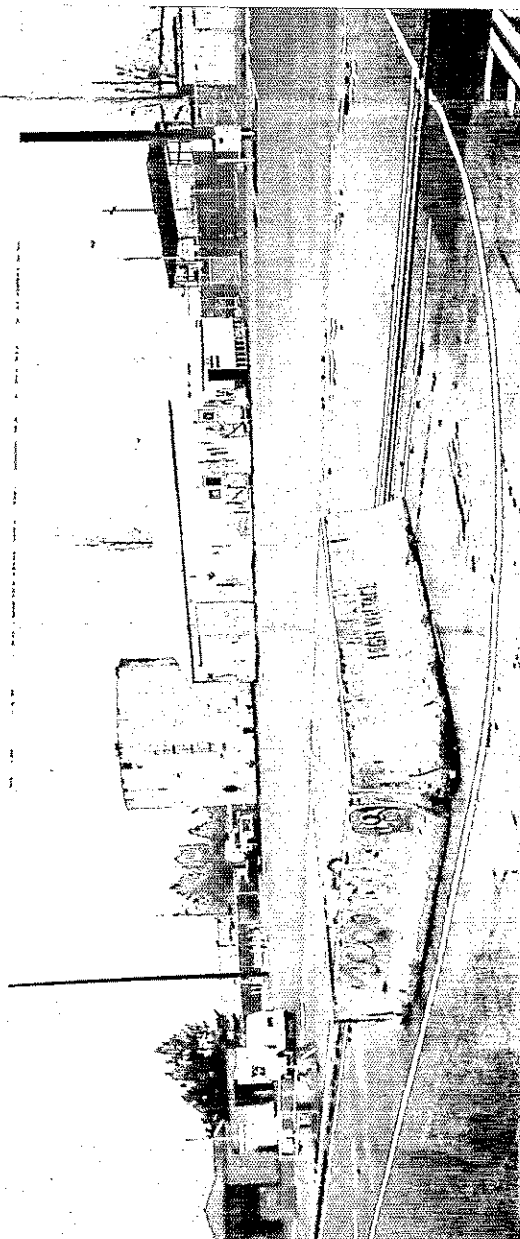


PHOTO-2



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101

DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

SITE PHOTOGRAPHS 1 THRU 2

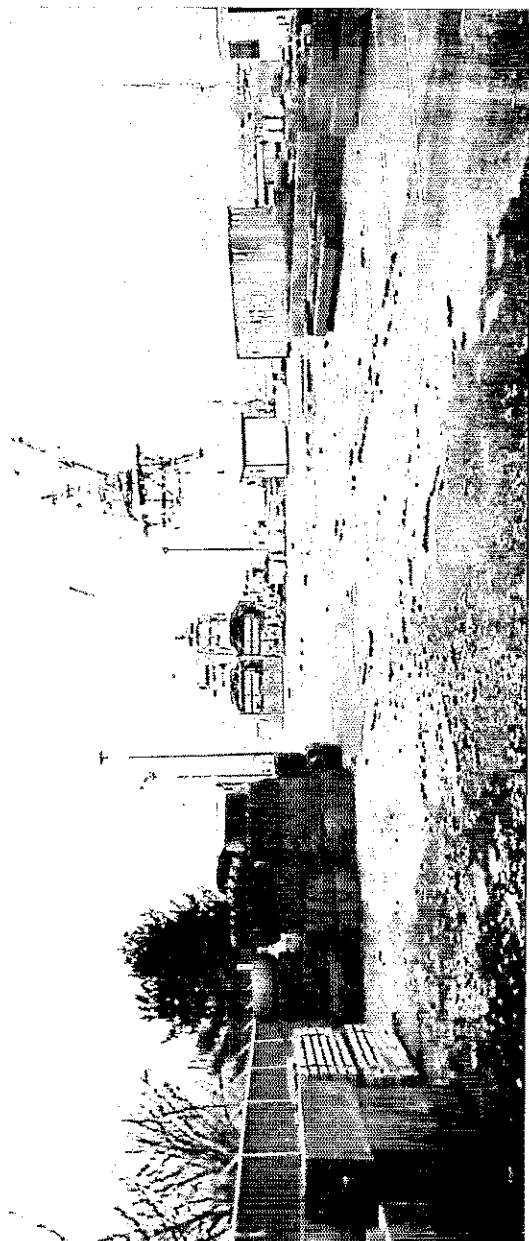


PHOTO-3

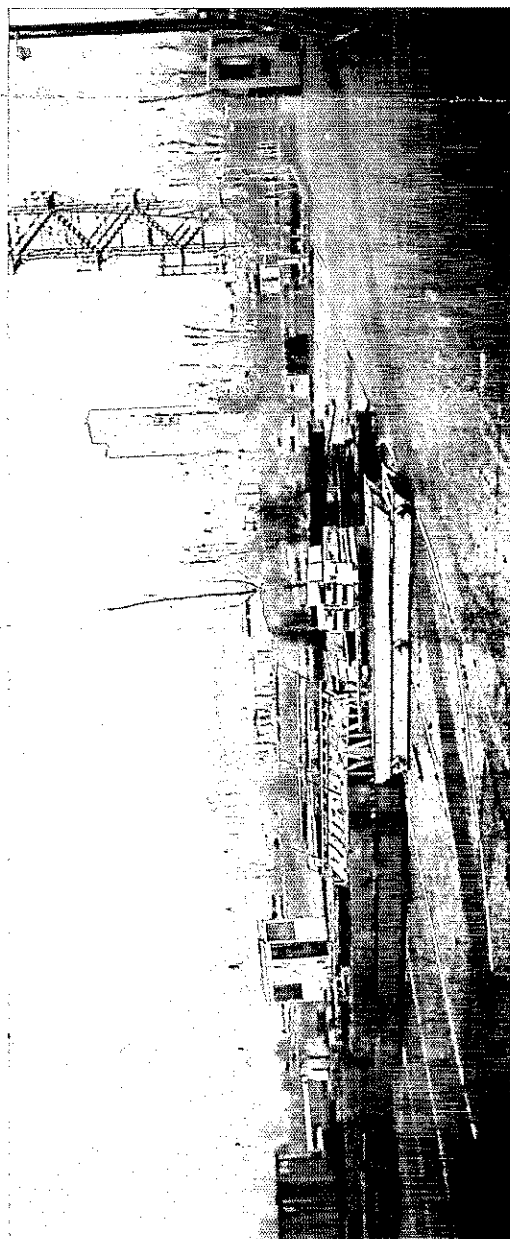


PHOTO-4



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101

DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

SITE PHOTOGRAPHS 3 THRU 4



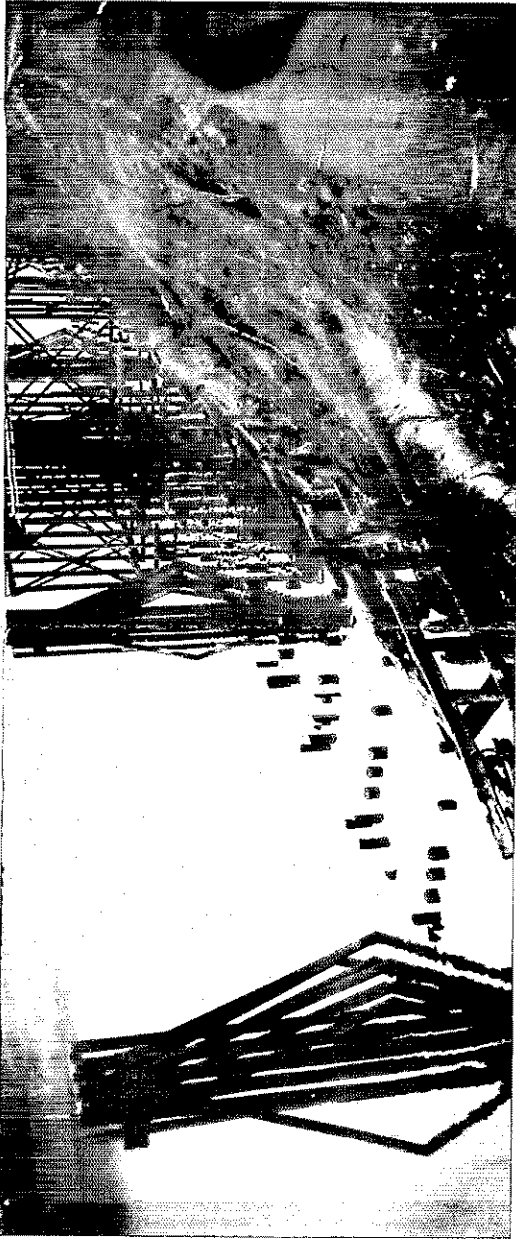


PHOTO-5

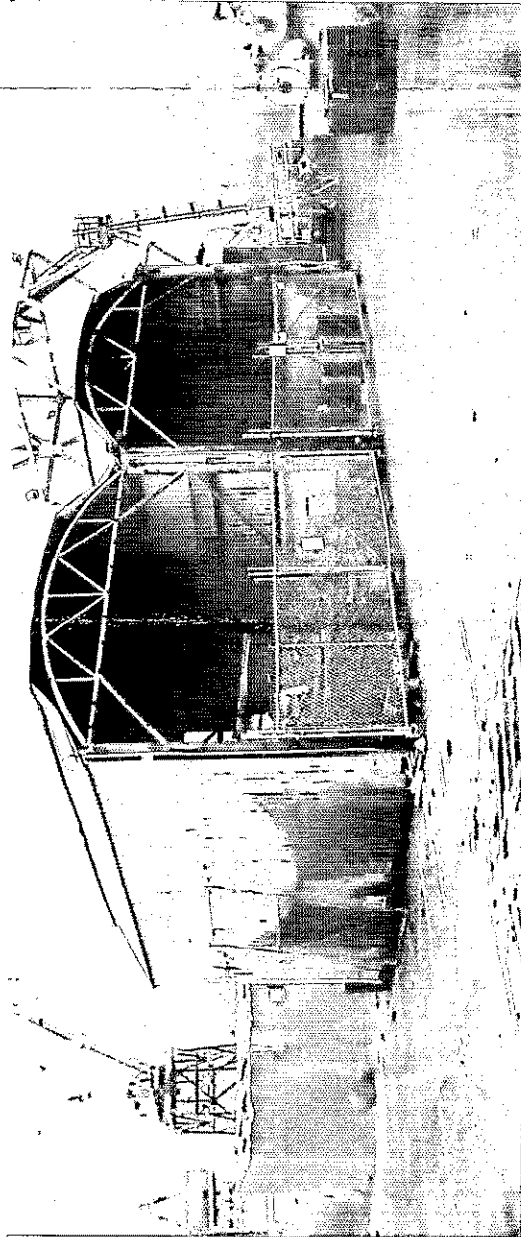


PHOTO-6



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101

DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

SITE PHOTOGRAPHS 5 THRU 6

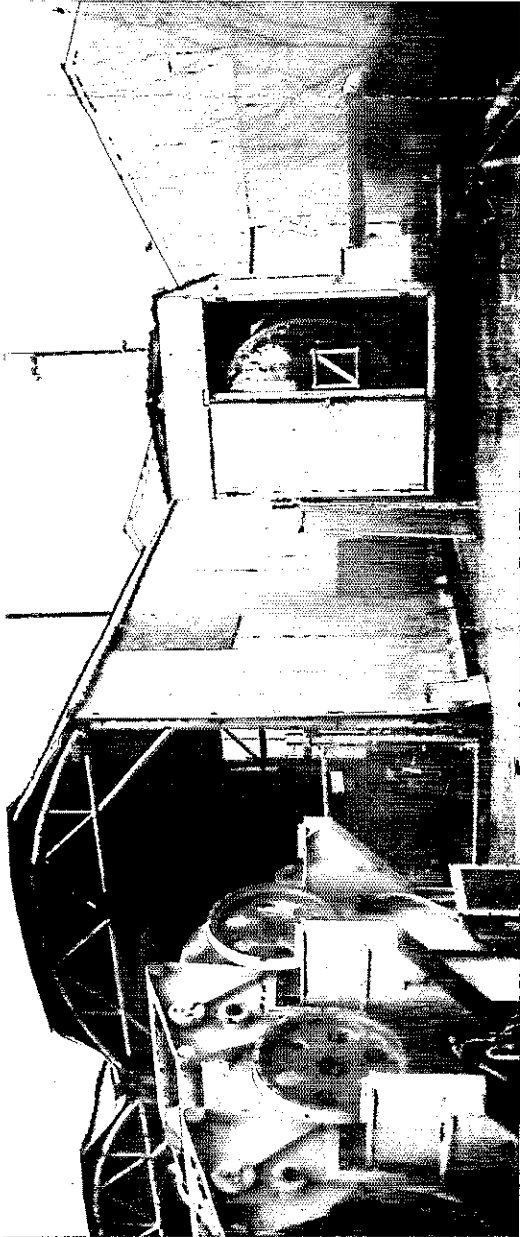


PHOTO-7



PHOTO-8



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101

DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

SITE PHOTOGRAPHS 7 THRU 8

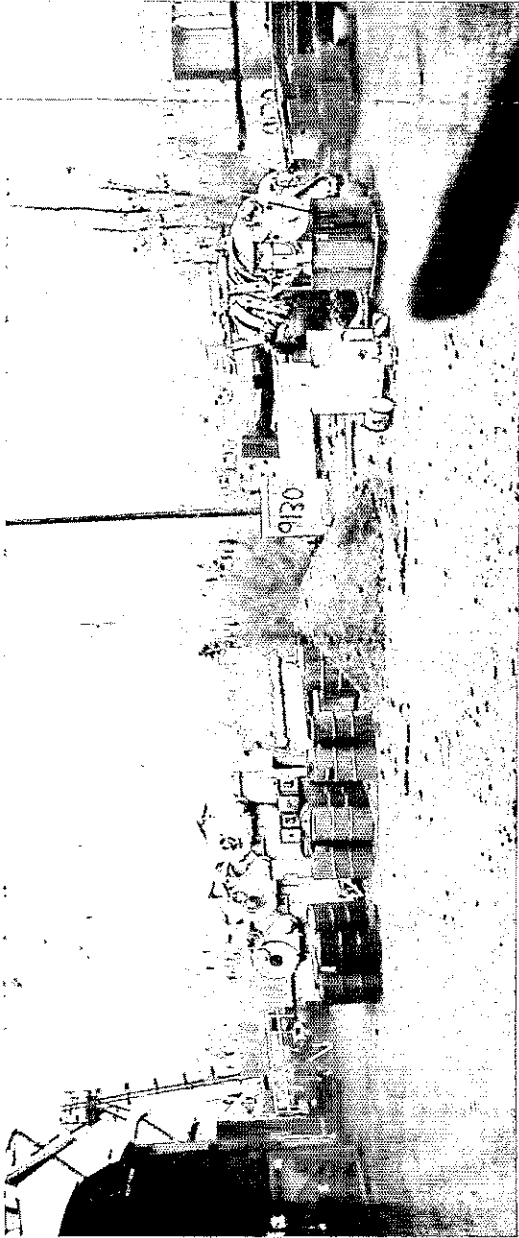


PHOTO-9

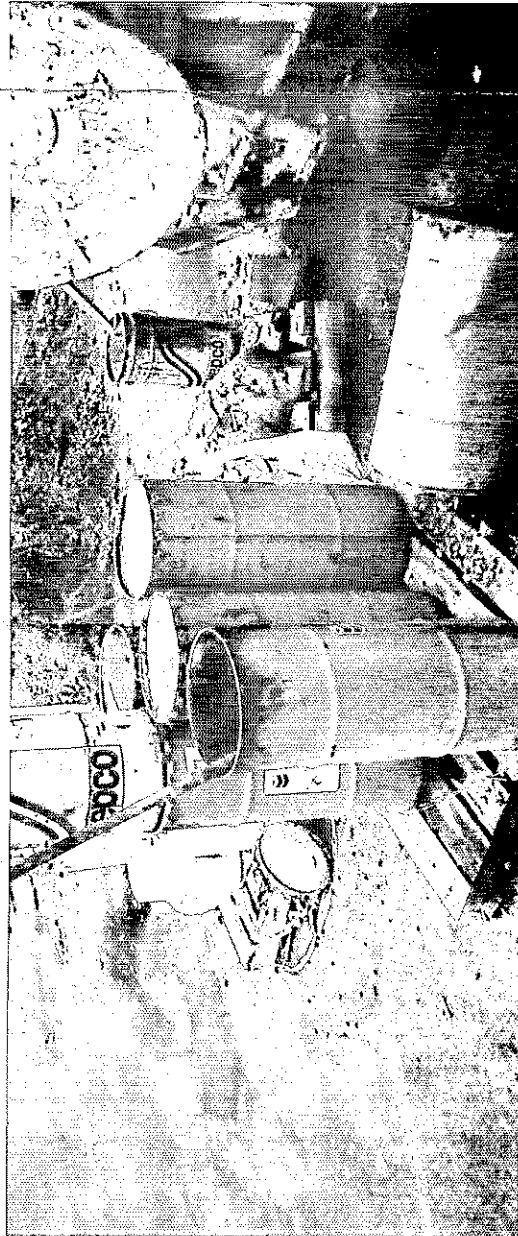


PHOTO-10

 <b>centurywest</b> ENGINEERING CORPORATION	 <b>PORT OF PORTLAND</b> PORTLAND, OREGON	SITE PHOTOGRAPHS 9 THRU 10
PROJECT NO. 4003806101	DATE: 01/04/94	



PHOTO-11

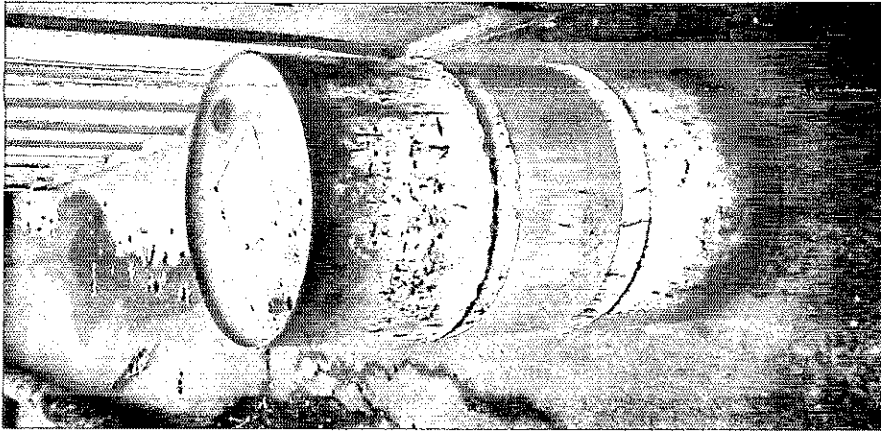


PHOTO-12



**centurywest**  
ENGINEERING CORPORATION

PROJECT NO. 4003806101

DATE: 01/04/94



**PORT OF PORTLAND**  
PORTLAND, OREGON

SITE PHOTOGRAPHS 11 THRU 12

LEASE INFORMATION FOR  
THE PORTLAND SHIP YARD  
7/27/95

<u>TENANT</u>	<u>PREMISES</u>	<u>PERMITTED USE</u>
American Fabricators dba Harris Thermal Transfer Products	Bay 2, Building 4	Industrial fabrication for the manufacture of heat exchangers and tanks; storage of materials, supplies and equipment
American Bureau of Shipping	Bldg 10 office	Offices related to ship repair industry
Amsco Refrigeration	Bldg 43 office & shop	Office/shops for refrigeration/heating business
Cavi-Tech, Inc.	180 sf office space 2 parking spaces	Offices in support of Lessee's hydroblasting business
Diamond K	Bldg 80 - 540 sf office 1 parking space	Office for surface preparation & painting business
DSU Peterbilt & GMC, Inc.	Channel site - 2 acres of yard area	Permit & Right of Entry to park trucks
Foss Environmental Services	Small Boat Basin	Permit & Right of Entry to store ready response boat
Farr West Marine, Inc.	Bldg 10 office-580 sf office space	Offices related to ship repair
Fraser Boiler & Diesel	Bldg 10 shop - 4,800 sf	Shop/office for ship repair business
HAZMAT Solutions, Inc.	Bldg 10 Upstairs office - 440 sf office 1 parking space	Offices for hazardous materials training & environmental consultant business
Jiggs Floors, Inc.	Bldg 10 office - 484 sf	Offices for ship repair business
Kleen Blast	Yard area near Berth 305	Permit & Right of Entry to store equipment
Lips Propellers	Yard space for Bldg 64 - 5,000 sf	Propeller repair & storage

<u>TENANT</u>	<u>PREMISES</u>	<u>PERMITTED USE</u>
Mar Com Inc.	Bldg 4 Annex office - 420 sf office 1 parking space	Offices for ship repair business
Mar Com Inc.	Bldg 10 Bay 3 - 12,468 sf	Offices/storage for industrial fabrication & machining; ship repair
Marine Vacuum Service	Bldg 4 - 1,020 sf office space 4 parking spaces Paved yard area	Office/storage for tank, bilge & boiler cleaning business
Marine Propulsion Services	Yard space for blast shed - 1,500 sf Bldg 50 Bay 2 - 3,125 sf  Bay 4 - 3,310 sf Bldg 80 shop - 1,106 sf 5,066 sf yard space 12 parking spaces Bldg 4, Bay 3 storage 1,898 sf	Surface preparation of turbines, fans & other equipment fabricated or repaired by Lessee. Offices/shops/storage for turbine repair business; machinery repair; manufacturing
John C. Murdoch, Inc.	Bldg 10, Office Suite B - 230 sf	Offices for marine surveying business
Oregon Iron Works, Inc.	Bays 4 and 5, Building 4	Industrial fabrication fro the manufacture of trash racks and cladding panels for use at Lake Shasta dam; storage of materials, supplies and equipment
Oregon Steel Mills, Inc.	Bay 1, Building 4	Storage and assembly of parts to be used for steel rolling mill expansion
Gary J. Strait	Bldg 10 office space - 800 sf Bldg 10 office space - 1,200 sf 9 parking spaces	Office/storage for ship repair testing & inspection service
Northwest Envirocon Inc.	Bldg 10, Shop 1 - 3,560 sf	Office/shop for manufacturing of insulation
Pacific Dynamics	Bldg. 80, Office - 450 sf 2 parking spaces	Office for tank, bilge & industrial cleaning business
Portland Shipyards Training	Bldg 10 Training Center (pays utilities only)	Offices for classroom & practical training in welding, painting, etc.

TENANT

PREMISES

PERMITTED USE

Thermal Services, Inc.

Bldg 4 Annex office - 640 sf  
4 parking spaces

Office/storage for thermal mechanical insulation business

U. S. Coast Guard

Bldg 10 office

Offices for marine inspectors

Walashek  
Industries, Inc.

Bldg 10 Shop 3 - 1,680 sf

Office for light machine work; welding; fitting of boiler & machinery parts;  
boiler repair business

W & O Supply, Inc.

Bldg 72 Bay 1 shop - 5,000 sf  
3 parking spaces

Warehouse/storage of valves & fittings used in ship repair, construction &  
conversion

CONTRACT  
FILE

November 30, 1964

Mr. Ivan Mandhenko  
2043 S. E. 86th Avenue  
Portland 16, Oregon

Dear Mr. Mandhenko:

The Port has been advised that C. D. Hoekstra has terminated his month to month rental agreement for approximately 1500 square feet of space in Building 77 on Swan Island, as of August 1, 1964 and that you have agreed to assume the rental obligations for this space for the storage of equipment, beginning August 1, 1964.

The Port acknowledges receipt of your Check No. 1564, dated November 24, 1964 in the amount of \$30.00 covering four months back rental at the rate of \$20.00 per month. This amount will credit your rental for the months of August, September, October and November, 1964. There is attached a billing for the month of December, 1964, in the amount of \$20.00.

It is mutually understood that this letter will have the effect of a month to month agreement for the rental of the space above referred to at the rate of \$20.00 per month, payable in advance. Therefore, please affix your signature in the lower left of this letter and return. The rental of the space is to be for only the storage of equipment and material identified as "Coffee Time Vending Equipment," and that the premises are accepted on an "as is" basis. Termination by either party shall be upon receipt of written notice thirty days in advance.

Yours very truly,

THE PORT OF PORTLAND

*CHC*

Carl H. Cover, Manager  
Properties Department

CHC:aw  
Enc.

PSY500000082



September 5, 1978

Mr. Jerry Northman  
C. H. Murphy, Inc.  
25 Eel Prado  
Lake Oswego, OR 97034

Dear Mr. Northman:

Since our conversation on Friday, I have reviewed the lease terms sent to you last week and must agree that they are unfair to you. I believe that the rates that we charge are equitable and have been supported by an outside survey. The error in your rate is in there to make a break between a major user of space and a minor one. I had originally placed C. H. Murphy in the latter category, which I now find was in error.

Under these conditions, I feel that the present contract is sufficient and you may consider the new offer as void. Would you please return both copies, unsigned, to me at your earliest convenience.

I must reiterate a point in my letter of August 28, 1978, concerning the use of open yard space. All open space used by SKY tenants will be charged the tariff rate for such, monthly in arrears.

I regret the inconvenience caused you by the unfortunate error and hope that you are satisfied with the present arrangement. Contrary to your statement on Friday, the Port of Portland does not wish you to move out of SKY. Our contractors are our most valuable asset.

Sincerely,

Charles H. McKeown  
Business Manager, Marine Services

MD7J

bcc: David Neset  
Legal

CM/2Ma8:bw

August 28, 1978

G. H. Murphy, Inc.  
26 Del Prado  
Lake Oswego, OR 97034

SWAN ISLAND SHIP REPAIR YARD BUILDING 10 LEASE

Enclosed are two copies of your new month-to-month lease for shop, storage, and office in Swan Island Ship Repair Yard, Building 10, commencing on October 1, 1978. You will note that the rental rate has increased from \$.15 per square foot per month to \$.20 per square foot per month for shop and storage areas and \$.30 per square foot per month for office areas. These rent increases reflect increased cost of operation of the Port and are consistent with other tenants in SISR. You will also begin receiving billing per the SISR tariff for all open space that you use outside of your rented building space. This will be charged at a rate of \$.04 per square foot per month and will be charged in arrears beginning on September 30, 1978. You will also note that I have included Section 6.05 - Waiver of Subrogation in your new lease, carrying forward the amendment of March 6, 1970, on your previous lease.

Would you please sign both copies of the lease form and return them to me in the enclosed envelope. After their approval by the Port executive director, you will receive one fully executed copy for your records.

If you have any questions or problems, please call me at (503) 233-8331, ext. 530.

Charles H. McKeown, Business Manager  
Marine Services

HD79R-R

bcc: David Neset, Legal

CHM/IMA1:bw

July 11, 1978

G. R. Murphy, Inc.  
26 Del Prado  
Lake Oswego, OR 97034

**GRY LEASE BILLINGS**

In our continuing effort to centralize billing of Port of Portland services, GRY leased space and associated services will now be billed by the Port's Billing Department in the Lloyd Building. To avoid any misunderstandings, I will reiterate the general terms of the leases:

- o All rents are due in advance unless a lease specifically calls for an arrears payment.
- o Payments are due on the tenth of each month.
- o All rentals of variable yard space will be charged in arrears according to the Ship Repair Yard Tariff.
- o Payments for Port services associated with building rentals, such as electricity, water, and compressed air will be charged in arrears on a subsequent monthly invoice, after provider billings are received. Port services based on a fixed fee set by the lease contract will be billed in advance along with the rental payment.
- o Payments remaining unpaid over 45 days from the first of the month due will be charged a delinquency charge of five-sixths of one percent per month (10 percent per year).

C. H. Murphy, Inc.

Page 2  
July 11, 1978

It will certainly take us several months to develop our program completely, but I hope to minimize any problems. Please direct your questions to any of the following at 233-8331:

Chuck McKeown, Marine Services Business Manager  
Cliff Cunningham, SRY Business Manager  
Ron Bentfrow, Senior Billing Analyst

Ext. 538  
Ext. 348  
Ext. 312

Thank you for your cooperation.

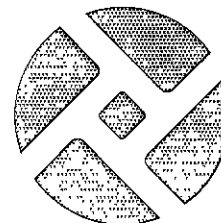
Charles H. McKeown  
Business Manager  
Marine Services

H0290

CHM:1TUA29-30:vjm

'78 MAR 14 AM 8.22

March 6, 1978 THE PORT OF PORTLAND



## Port of Portland

Mr. J. Nothman  
C. H. Murphy, Inc.  
26 Del Prado  
Lake Oswego, OR 97034

Box 3529 Portland, Oregon 97208  
503/233-8331  
TWX: 910-464-6151

### LEASE AGREEMENT

Our legal staff has advised us that the following standard paragraph would be acceptable if you wish to propose it as an amendment:

WAIVER OF SUBROGATION: The Port and Lessee agree that each forfeits any right of action that it may later acquire against the other of the parties to the Lease for loss or damage to its property, or to property in which it may have an interest, where such loss is caused by fire, or any of the extended coverage hazards, and arises out of or is connected with the leasing of the premises.

If you wish to propose this as an amendment, please sign both copies and return them to me for signature.

David N. Neset  
Assistant Director, Marine Services

NOVEMBER 1, 1977

Accepted as an amendment to the lease dated MARCH 13, 1978, on the following described premises: 3640 sq ft, Bldg 10, JAV.

C. H. Murphy, Inc.

MARCH 13, 1978

Date

Port of Portland

EXECUTIVE DIRECTOR

3-28-78

Date

MD12C

APPROVED AS TO FORM

  
of Counsel for The Port of Portland

Offices also in  
Hong Kong, Manila,  
Seoul, Singapore,  
Taipei, Tokyo,  
Chicago, Pasco,  
Washington, D.C.

PSY500000087

January 11, 1968

Willamette Iron & Steel Company  
2800 N. W. Front Avenue  
Portland, Oregon

Gentlemen:

Enclosed herewith for your files is one (1) fully executed  
copy of your Lease Agreement covering space in the Marine  
Contractors Building #50 on Swan Island.

Very truly yours,

THE PORT OF PORTLAND

*CHC*  
Carl H. Cover  
Properties Manager

CHC/lr  
Attach.

cc: Accounting Dept. w/attach.  
Marine Dept. w/ attach.

NOTED:

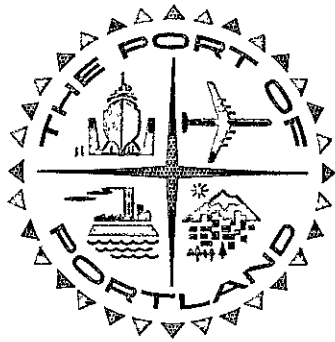
*[Signature]*  
ACCOUNTING DEPT.

PSY500000088

Commissioners  
 HOWARD B. SOMERS  
 President  
 HAROLD S. HIRSCH  
 Vice-President  
 ERLING E. JACOBSEN  
 Secretary  
 LEE E. CALDWELL  
 Treasurer  
 DONALD G. DRAKE  
 RAYMOND M. KELL  
 DENNIS J. LINDSAY  
 LEW S. RUSSELL  
 ROBERT B. WILSON

General Manager  
 GEORGE M. BALDWIN

Ass't General Manager  
 R. A. NEUMEISTER  
 Mgr., Aviation Dept.  
 J. V. FRYBERGER  
 Mgr., Industrial  
 Development Dept.  
 L. E. ARNOLD, JR.  
 Mgr., Marine Dept.  
 A. J. HEINLMAN  
 Comptroller  
 C. W. BAUER  
 Mgr., Research  
 and Planning  
 W. S. DIRKER  
 Chief Engineer  
 R. F. DOW  
 Mgr., Public  
 Information  
 W. G. PROCTOR



Swan Island, P.O. Box 3529, Portland, Oregon 97208

Telephone 503-285-5271

	Action	Info
Gen. Mgr.		
Asst. Gen. Mgr.		
Adm. Asst.		
Aviation		
Ind. Devel.		
Marine		
Compt.	In reply refer to:	
Ch. Engr.		
Research & Plan.		
Pub. Info.		
Attorney		

No. of Copies 1

May 9, 1966

Mr. Walter Larson, General Manager  
 Willamette Iron & Steel Company  
 2800 N. W. Front Avenue  
 Portland, Oregon

Dear Mr. Larson:

This is to confirm the request of your Mr. Copeland to rent space and toilet facilities in Building No. 77 on Swan Island identified as 5680 N. Lagoon Avenue. It is understood that this space, being two small enclosed areas and two adjoining spaces with toilet facilities which totals 534 square feet, more or less, is to be used by your ship repair crews while completing work on the U.S.S. McGinty. This work is estimated to be completed in 90 days.

The spaces are rented on a month-to-month basis at the rate of .03¢ per square foot per month and accepted on an "as is" basis. In addition to rent, there will be a monthly water charge of \$7.50. Your monthly billing will be rent \$16.02, plus water \$7.50 totaling \$23.52 per month beginning May 6, 1966. Payment is to be made in advance.

Your acceptance and return of this letter agreement to use the above described spaces at the rental set forth herein is to be acknowledged in the space provided in the lower left hand corner of this letter.

Very truly yours,

THE PORT OF PORTLAND

*Carl H. Cover*

CARL H. COVER  
 Properties Manager

Acknowledged & Accepted:

WILLAMETTE IRON & STEEL COMPANY

By *Walter A. Larson*

Date: May 10, 1966

NOTED:

*R. W. L. [Signature]*  
 ACCOUNTING DEPT.

PSY500000089

RECEIVED

MAY 11 1966

THE PORT OF PORTLAND



97-2  
July 19, 1963

SUBJECT: Pattibone Mercury Corporation Vacating Building #56

The lease with Pattibone Mercury Corporation covering Building No. 56 on Swan Island which has been continued on a month-to-month tenancy following the expiration of the lease term is to be terminated on July 31, 1963. Please do not continue the rental billings after that date.

LDT:mlp

TO: ACCOUNTING DEPARTMENT

cc: Contract File

NOTED

*[Signature]*

WAIVER TO BE EXECUTED BY LANDLORD AND/OR REAL ESTATE MORTGAGEE OF  
PREMISES WHERE CHATTEL IS INSTALLED OR IS TO BE INSTALLED OR DELIVERED

The undersigned, the landlord and/or real estate mortgagee of the premises located at.....

**5475 N. Lagoon Avenue**

**Swan Island, Portland, Oregon**

(Number and Street address of place of installation/delivery)

to induce seller/lessor/mortgagee to sell and/or lease and/or accept a mortgage upon and deliver the chattels described in a certain conditional sale contract and/or lease and/or chattel mortgage (hereinafter referred to as the "contract") by and between **TALCOTT LEASING CORPORATION** as seller/lessor/mortgagee (hereinafter referred to as "Obligee") and **PETTIBONE MERCURY CORPORATION**, as buyer/lessee/mortgagor, hereby waives and relinquishes unto the Obligee designated in such contract and Obligee's assigns, all right of levy or distraint for rent, all right to claim that such chattels are or will at any time become fixtures, and all rights, claims and demands of every kind against the said chattels and all replacements and additions thereto, this waiver to continue in full force and effect until buyer/lessee/mortgagor has paid the full amount owing in accordance with the terms and conditions of said contract and any renewals, extension and/or substitutions thereof. The undersigned hereby agrees that said chattels are and will remain personal property at all times notwithstanding the installation thereof in or at the premises aforesaid in any manner. This waiver may not be changed or terminated orally, shall be binding upon the successors and assigns of the undersigned, and shall also be binding upon any successor owner or transferee of said real property.

Dated this..... day of....., 19....., at..... (City) (State)

ATTEST:

THE PORT OF PORTLAND

Secretary

(Seal)  
(Landlord)

By John J. Winn, Jr., General Manager

Witness

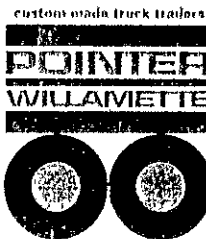
(Seal)  
(Real Estate Mortgagee)

APPROVED AS  
Robert M. Allen  
of Counsel for the Port of Portland

By.....  
(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, complete attestation and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign).

ndlord or Real Estate Mortgagee or both.)

PSY500000092



RECEIVED  
DEC 14 7 36 AM '73

630-8 (#4)

Pointer Willamette, Inc. • 200 S.W. Michigan Street, Seattle, Washington 98106 • (206) 762-5110 • Telex: 320210  
In Portland: Building 4, Bay 2, Swan Island, Portland, Oregon 97217 • (503) 285-2517 • Telex: 360437

December 3, 1973

Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

Gentlemen;

This is to inform you of our desire to cancel our lease agreement with you dated August 10, 1972 for one-half of Bay 2, Building 4, Swan Island Ship Repair Yard, Portland, Oregon. Our last day of occupancy will be December 31, 1973.

Sincerely,

Nicholas Schmitt, Jr.  
President

NS/pas

	Action	Info
Commission		
Executive Director		
Attorney		
Asst./Exec. Dir.		
Asst./Exec. Dir.-Legal	X	
Aviation		
Development Services		
Finance/Administration		
Marine/Marketing		
Public Information		X
C. Schmitt, Jr.		
No of Copies		3

August 14, 1944

File  
# 93a

United States Maritime Commission  
Washington, D. C.

Attention: A. J. Williams, Secretary

Subject: Receipt of Extension Notice -  
Contract MCo-2484 - dated March 10, 1942

Gentlemen:

We acknowledge, as requested, receipt this date of your letter of August 8, 1944, giving notice that the United States Maritime Commission elected, on August 3, 1944, to extend above cited lease for an additional seven years, pursuant to the terms of said lease.

Very truly yours,

THE PORT OF PORTLAND

By

*Henry L. Smith*

President

Attest:

*J. Doyle*

Asst. Secty.

UNITED STATES MARITIME COMMISSION  
WASHINGTON 25  
D. C.

OFFICE OF THE SECRETARY

JAN 3 1945

REGISTERED MAIL & RETURN RECEIPT REQUESTED

Port of Portland  
Portland, Oregon

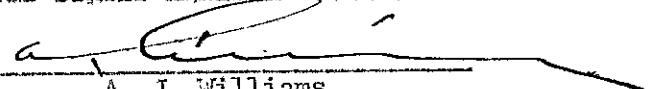
Gentlemen:

This is to confirm a notice heretofore delivered to you on behalf of the Commission by a representative of Kaiser Company, Inc. stating that pursuant to the provisions of Art. XI of an agreement of lease dated March 10, 1942 between the Port of Portland and the United States of America, represented by the United States Maritime Commission (Contract No. MCc-2484), the Commission elected to extend the term of said lease for an additional seven years.

Very truly yours,

UNITED STATES MARITIME COMMISSION

By

  
A. J. Williams  
Secretary

PSY500000095

an-93a

UNITED STATES MARITIME COMMISSION  
WASHINGTON 25  
D. C.

OFFICE OF THE SECRETARY

JAN 2 1945

Port of Portland  
Portland, Oregon

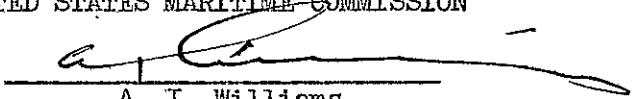
Gentlemen:

This is to notify you that pursuant to the provisions of Art. XI of an agreement of lease dated March 10, 1942 between the Port of Portland and the United States of America, represented by the United States Maritime Commission (Contract No. MCc-2484), the Commission hereby elects to extend the term of said lease for an additional seven years.

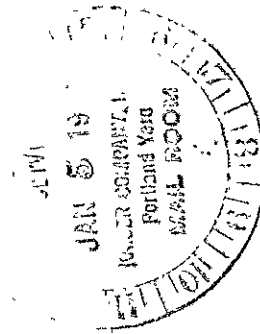
Very truly yours,

UNITED STATES MARITIME COMMISSION

By

  
A. J. Williams  
Secretary

PSY500000096





DEPARTMENT OF TRANSPORTATION  
UNITED STATES COAST GUARD

640-14.4  
MAILING ADDRESS:  
COMMANDER (flp-2)  
THIRTEENTH COAST GUARD DISTRICT  
915 SECOND AVE.  
SEATTLE, WASH. 98174  
PHONE (206) 442-5723

CERTIFIED MAIL

*Renewal 9-4-79*  
*#175899*

i1011

Coast Guard Reference:  
DOT-CG13- 6530-78

Port of Portland  
P. O. Box 3529  
Portland, OR 97208

29 AUG 1979

*Info - B. Crockett*  
*- B. Balaski*  
*C. McKown*

Gentlemen:

You are hereby notified of the renewal of the following described instrument in accordance with the terms thereof:

- (a) Coast Guard ID number: DOT-CG13-6530-78
- (b) Your ID number:
- (c) Kind of instrument: lease
- (d) Location of Premises and purpose: Use of Room 1 Building #80, Swan Island Industrial Park, Portland, Oregon
- (e) Effective renewal Date and duration: 01 October 1979 through 30 September 1980
- (f) Remarks: This is a routine annual renewal notice. No response is necessary on your part.

Sincerely,

Russ Holm  
Contracting Officer  
13th Coast Guard District

Distribution:

fac-4

~~comdt~~

Comdt G-FLP-TP53

PSY500000098



Registered letter #356371



DEPARTMENT OF TRANSPORTATION  
UNITED STATES COAST GUARD

630-8  
#80  
MAILING ADDRESS:  
COMMANDER (flp-2)  
THIRTEENTH COAST GUARD DISTRICT  
915 SECOND AVE.  
SEATTLE, WASH. 98174 410-1  
PHONE: (206) 442-5723

CERTIFIED MAIL  
78 AUG 24 A 8:03

•Port of Portland  
P. O. Box 3529 OF PORTLAND  
Portland, OR 97208

Gentlemen:

You are hereby notified of the renewal of the following described instrument in accordance with the terms thereof:

- (a) Coast Guard ID number: DOT-CG13-6530-78
- (b) Your ID number:
- (c) Kind of instrument: lease
- (d) Location of Premises and purpose: Use of Room 1 Building #80, Swan Island Industrial Park, Portland, OR
- (e) Effective renewal Date and duration: 01 October 1978 through 30 September 1979.
- (f) Remarks: This is a routine annual renewal notice.

Sincerely,

Russ Holm  
Contracting Officer  
13th Coast Guard District

Distribution:

COMDT (G-FLP-3/71)  
fac-4

11011  
Coast Guard Reference:  
DOT-CG13-6530-78  
→ B. Crofoot  
21 AUG 1978  
C. Propp

-2-

PSY500000099

May 28, 1965

Director, Northwest Division  
Bureau of Yards and Docks  
1638 W. Lawton Way  
Seattle, Washington 98110

Attention: Commander R.O. Jensen  
Acting Deputy

Gentlemen:

This is to acknowledge your "notice of renewal" to lease contract MOY(U)-67138 with the Port for 1070 square feet of floor space in Building No. 50 (Marine Repair Building) in Swan Island for use by Navy Resident Assistant Industrial Manager as an office area.

The term of the renewal is for one year beginning July 1, 1965 and terminating June 30, 1966 subject to all terms and conditions provided in the basic lease, dated June 6, 1963, and at an annual rental of \$2,280.00.

It is advised that the notice to renew this lease is accepted and will become effective on the date above set forth.

Yours very truly,

THE PORT OF PORTLAND

Carl H. Cover, Manager  
Properties Department

CHC:den

cc: Mr. L.E. Arnold  
Accounting Department  
Marine Department  
Contract File

NOTED

K. W. Z. [Signature]  
ACCOUNTING DEPT.

May 27, 1964

Director, Northwest Division  
Bureau of Yards and Docks  
1638 W. Lawton Way  
Seattle, Washington 98119

Attention: Mr. F. W. Arnold, Contracting Officer

Gentlemen:

This is to acknowledge your "notice of renewal" to lease contract NOy(R)-67138 with the Port for 1970 square feet of floor space in Building No. 50 (Marine Repair Building) in Swan Island for use by Navy Resident Assistant Industrial Manager as an office area.

The term of the renewal is for one year beginning July 1, 1964 and terminating June 30, 1965 subject to all terms and conditions provided in the basic lease, dated June 6, 1963, and at an annual rental of \$2,280.00.

It is advised that the notice to renew this lease is accepted and will become effective on the date above set forth.

Yours very truly,

THE PORT OF PORTLAND

*CAC*

CARL H. COVER, Manager  
Properties Department

CHC:lj

CC: Accounting Department  
Contract File  
Marine Department

NOTICE OF RENEWAL OF GOVERNMENT LEASE  
NAVJAG 7-11011/5 (3-69)  
Supersedes NAVDOCKS 211  
S/N 5125-502-5600

630-9.  
Follow thru with Neset  
Ref: D. Neset, w/orig. enc.  
C. Propp  
E. Crofoot

1. FROM (Activity and address) Commanding Officer, Western Division Naval Facilities Engineering Command P. O. Box 727 San Bruno, California 94066	2. CONTRACT NO. (3) NF(R) -18394
--	--

3. TO Port of Portland P. O. Box 3529 Portland, Oregon 97208
---

4. You are hereby notified that under the provisions of the Government Lease described below, the United States of America elects to renew the said lease as the same may have been amended, and by these presents does renew, extend, and adopt the said lease and all the terms, conditions, and general provisions thereof for the period beginning 1 October 1977 and ending 30 June 1978

5. DESCRIPTION OF LEASE (NF(R) NUMBER, DATE, ACREAGE, LOCATION BY STREET NUMBER, CITY, COUNTY, AND STATE AS APPLICABLE)  
  
Lease NF(R)-18394 of 19 March 1973 covering use of approximately 1,826 square feet of floor space in the northwest corner of the second floor of Building 50 (Marine Repair Building), Swan Island, Portland, Oregon, for use by the Supervisor of Shipbuilding, Conversion, and Repair, USN.

Copy to:  
NAVREGFINCEN TI via 0131  
SUPSHIP SEATTLE  
COMTHIRTEEN.  
SEATTLE BR, WESTNAVFACENGCOM

0131 (2 copies)  
241S  
2413.1  
24

For Navy Accounting purposes the paying office is Navy Regional Finance Center, Treasure Island, San Francisco, Calif.

6. NAME, POSITION AND TITLE LEON CONNER Head, Operations Branch Head Estate Division		SIGNATURE <i>Leon Conner</i> BY DIRECTION OF THE COMMANDER, NAVAL FACILITIES ENGINEERING COMMAND, ACTING UNDER THE DIRECTION OF SECRETARY OF THE NAVY		DATE 23 AUG 1977	
7. NAVY ACCOUNTING DATA					
PAYMENT TO BE MADE BY (Activity and address) Navy Regional Finance Center, Treasure Island, San Francisco, California 94130					
APPROPRIATION SYMBOL AND SUBHEAD	OBJECT CLASS	BUREAU CONTROL OR UIC	AUTH. ACCTG. ACTIVITY	TYPE	PROPERTY ACCTG. ACTY.
Various accounting data to be furnished by the using activity on rental invoice					\$2,327.00 per annum



DEPARTMENT OF THE NAVY  
WESTERN DIVISION  
NAVAL FACILITIES ENGINEERING COMMAND  
P.O. BOX 727  
SAN BRUNO, CALIFORNIA 94066

IN REPLY REFER TO:  
2412:MAG:1b  
SUPSHIP Seattle  
N80-299

29 JAN 1982

Port of Portland  
Box 3529  
Portland, Oregon 97208

Gentlemen/Ladies:

	Action	Info
Commission		
Executive Director		
Deputy Exec. Director		
Attorney <i>B. O'Neil</i>		X
Economic Services		
Aviation		
Marine Services		X
Engineering Services		
Finance/Administration		
Marine Development		
<i>G. Bevans</i>	X	
<i>C. McKeown</i>		X

Reference is made to Government Lease N6247478RP07071 which covers Navy use of approximately 1,826 square feet of floor space in Building 50 at Swan Island. The occupying Navy activity, Resident Supervisor of Shipbuilding, Conversion and Repair, is scheduled to move into Building 80 under a General Services Administration (GSA) negotiated lease with the Port.

GSA has advised us that their lease will be effective on 1 February 1982. Therefore, in accordance with your letter GWB:jt of 21 December 1981, the Navy will consider Lease N6247478RP07071 terminated effective 31 January 1982. If there are any questions regarding this termination notice, please contact Ms. Maryann Guthrie of my staff at (415) 877-7615. Your past cooperation in leasing to the Navy has been greatly appreciated.

Sincerely,

*Charles J. Williams*

C.J. Williams  
Manager  
Realty Operations Branch  
Real Estate Division

PSY500000103

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151  
December 21, 1981

Commanding Officer  
Attn: Mary Ann Guthrie  
Naval Facilities Engineering Command  
Attention Code 2412  
PO Box 727  
San Bruno, CA 94066

NOTICE OF PENDING LEASE TERMINATION (BUILDING 50, PSRY) CONTRACT:  
N6247478RP07071

Ms. Guthrie,

This letter is to serve as official recognition of your phone call on December 16, 1981 as satisfying the terms of the lease agreement between the Port of Portland and the Navy stipulating that thirty (30) days notice be given prior to termination.

The lease property pending termination is located at the Portland Ship Repair Yard and is known as Building 50. Currently the Navy occupies 1,826 square feet in the northwest corner of the building.

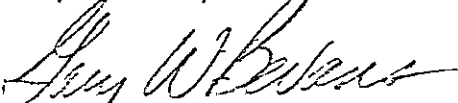
It is understood that the Navy office is scheduled to move from Building 50 to Building 80 at a mutually agreeable time upon the completion of the remodeling in Building 80.

It is also understood that this move is scheduled to take place at some time within the next 30 to 60 calendar days.

It is further agreed to terminate the lease agreement and charges, for Building 50, on the day such a move takes place (or a mutually agreed date) and to commence charges under the agreement for Building 80 on the following day.

In conclusion, it is understood that charges for the lease of Building 80 are to be billed to the General Services Administration office in Auburn, Washington.

Thank you for your time in coordinating the movement of location and responsible parties.

  
Gary W. Bevens, Business Manager  
Portland Ship Repair Yard

Offices also in Boston, Washington, Chicago, Illinois, New York, NY, Washington, DC, Hong Kong, Manila,  
Singapore, Sydney, Taipei, Tokyo  
GWB:jt

~~BETTY CROFOOT~~

*Shirley  
Ozi*

*Jickie*

*Dated*

*Should  
move in*

*About March 1-*

*So if have  
not heard*

*Ozi  
then*

*better  
check.*

PSY500000104

January 27, 1958

Winn

Caffall Brothers Booming Company  
601 Elliot Road  
Newberg, Oregon

Attention: Mr. Charles C. Caffall  
Gentlemen:

This is to inform you that the Letter Agreement dated May 25, 1956 permitting moorage rights at the Old Ferry Slip Landing located at the lower end of Swan Island is terminated as of February 14, 1958 in accordance with the terms of the above mentioned agreement.

We regret that we must terminate your moorage rights at this time. This termination is made necessary since action has already been taken by the Port for the removal of the Ferry Slip Landing from the premises.

Very truly yours,

THE PORT OF PORTLAND

JOHN J. WINN, JR.  
General Manager

JRB:jw

cc: Don Charleson  
Accounting Dept.

COMMISSIONERS

W. L. WILLIAMS, PRESIDENT  
L. H. HOFFMAN, VICE-PRESIDENT  
ROBERT H. ATKINSON, TREASURER  
PHILIP L. FIELDS, SECRETARY  
E. F. DOYLE  
EDWIN C. DWYER  
E. STANLEY GOODELL  
EDMUND HAYES  
FRANK M. WARREN, JR.

GENERAL MANAGER, JOHN J. WINN, JR.

# The Port of Portland



P.O. Box 4099 • Portland 8, Oregon  
Swan Island

May 25, 1956

Caffall Brothers Booming Company  
601 Elliot Road  
Newberg, Oregon

Attention: Mr. Charles C. Caffall

Gentlemen:

Reference is made to your recent conversation with the Port's Marine Superintendent. The Port proposes to permit Caffall Brothers Booming Company the right to moor their tug boat, known as the "Toughy" at the Old Ferry Slip Landing located at the lower end of Swan Island. In consideration for this moorage right, Caffall Brothers Booming Company agrees to pay a rental of \$15.00 per month to the Port.

As a further condition of the moorage right, Caffall Brothers Booming Company agrees to hold the Port harmless from and against any and all liability, or claims of liability, which may be asserted against the Port arising out of or resulting from any injury claimed to any person or persons whomsoever and from any damage or loss claimed to property of any person or persons whomsoever, howsoever caused, arising out of or in connection with, directly or indirectly, the use of the moorage by Caffall Brothers Booming Company.

This agreement is cancelable on ten (10) days notice.

This agreement shall be in effect upon receipt by the Port of a signed copy of this letter. Rental shall become effective June 1, 1956.

Very truly yours,

THE PORT OF PORTLAND

JOHN J. WINN, JR.  
General Manager

LDT:se  
cc: Marine Supt.

The above conditions and terms are accepted.

By

  
CAFFALL BROTHERS BOOMING COMPANY

7/22/56  
8/31/56

PSY500000106



APPROVAL TO LEASE IMPROVED PROPERTY-  
OREGON FREIGHTWAYS - SWAN ISLAND

*January*  
Date: February 13, 1988

Presented by: Peggy J. Krause  
Senior Real Estate Associate

FACTUAL BACKGROUND AND ANALYSIS

The Port owns a 36-door truck terminal located on approximately 4.873 acres at 5949 N. Basin Avenue on Swan Island. This facility is currently leased by Milne Truck Lines, a company which ceased its operations in September, 1987. Although Milne continues to pay rent to the Port, the firm has been seeking a replacement tenant for the remainder of its lease which expires on December 31, 1988.

Milne currently pays the Port \$12,600 per month, net of taxes, utilities and maintenance, except for the roof and building exterior. This rate exceeds current market rents for this type of facility and neither Milne nor the Port has been able to secure substitute tenants willing to pay this rental rate.

Oregon Freightways, an Oregon firm based in Medford, has made an offer to sublease the facility from Milne and then lease the facility directly from the Port following the expiration of Milne's lease. During the remainder of Milne's lease, the Port would continue to receive the current rent of \$12,600 per month to be paid directly by Milne. The proposed lease with Oregon Freightways would be executed subject to review and approval of Oregon Freightways current financial statements. The terms of the proposed lease with Oregon Freightways would be as follows:

Lease Area: 36-door truck terminal located on 4.873 acre site at 5949 N. Basin Avenue.

Term: One year, commencing January 1, 1989.

Options to Renew: Two options of one year each.

Rent: \$11,892, net of utilities and maintenance. Port to pay taxes, estimated at \$1,800 per month.

Rent on Exercise of Options: First Option Period: \$12,892 per month, net of utilities and maintenance.

Second Option Period: \$13,000 per month, net of utilities and maintenance.

A real estate brokerage commission is payable as a result of this transaction in an amount equal to approximately \$6,055, payable on receipt of the first's month's rent in January, 1989, based on the Port's real estate policy.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to lease the improved property at 5940 N. Basin Ave. to Oregon Freightways for a one year term, commencing January 1, 1989, for \$11,892 per month and with two options to renew of one year each at a rate of \$12,892 per month for the first option period, and \$13,000 per month for the second option period, with the Port paying real property taxes during the term of the lease; and

BE IT FURTHER RESOLVED, That approval is given to pay a real estate brokerage commission in the amount of approximately \$6,055 upon receipt of the first month's rent in January, 1989; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.



APPROVAL TO CANCEL LEASE WITH MILNE TRUCK LINES AND ENTER  
INTO LEASE WITH OREGON FREIGHTWAYS - SWAN ISLAND INDUSTRIAL PARK

---

Date: February 10, 1988

Presented by: Peggy Krause  
Senior Real Estate Associate

FACTUAL BACKGROUND AND ANALYSIS

On January 13, 1988, the Commission approved the lease of a Port-owned truck terminal at 5949 North Basin Avenue on Swan Island to Oregon Freightways. The lease was subject to review and approval of Oregon Freightways' financials and would commence on January 1, 1989. For a ten-month period of March 1 to December 31, 1988, Oregon Freightways was to sublease the truck terminal from Milne Truck Lines, a Port tenant.

Milne Truck Lines has now requested that its lease with the Port be terminated and the Port's lease with Oregon Freightways commence on March 1, 1988. In consideration for this early termination, Milne has offered to pay the Port a lump sum payment of \$49,500 to cover taxes payable for 1988-89, plus the difference in the rent to be paid by Oregon Freightways and Milne's current lease rate. Milne has also agreed to pay up to \$14,500 toward the installation of permanent dock plates to the facility. The dock plates will enhance the marketability of the property for future tenants. Milne will also be responsible for payment of any brokerage fees payable for the ten-month period. With this cancellation, Milne would be released from all further obligations to the Port except for liabilities which survive termination.

Oregon Freightways' financial statements have been reviewed and deemed acceptable for meeting its lease obligations with the Port for the original term, as well as this extended term.

The terms of the lease with Oregon Freightways would be the same as those approved by the Commission on January 13. However, since the lease will start earlier, the rent for the initial ten months will be \$10,000 per month.

APPROVAL TO CANCEL LEASE WITH MILNE TRUCK LINES AND ENTER  
INTO LEASE WITH OREGON FREIGHTWAYS - SWAN ISLAND INDUSTRIAL PARK  
February 10, 1988  
Page 2

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to commence the lease for the improved property at 5949 North Basin Avenue to Oregon Freightways on March 1, 1988. The rent for the ten-month period of March 1, 1988, to December 1, 1988, will be \$10,000 per month, with the Port paying real property taxes. All other terms and conditions of the lease approved on January 13, 1988, remain the same; and

BE IT FURTHER RESOLVED, That approval is given to cancel the lease dated March 9, 1983, with Milne Truck Lines effective March 1, 1988, except for liabilities which survive termination. Milne will pay the Port a lump sum amount equal to \$49,500 and pay up to \$14,500 toward the installation of improvements to the Port's property as consideration for said release; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

2011H  
01H037

DATE: MARCH 26, 1990  
TO: EMILY ERZEN  
FROM: RUSS KORVOLA *Russ*  
SUBJECT: ENVIRONMENTAL INSPECTION, PCE OFFICE/STORAGE AREAS

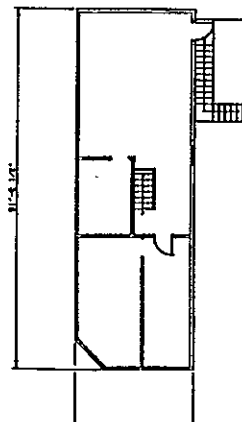
On Friday, March 9, 1990, an environmental inspection was conducted at the office/storage areas leased to Pacific Coast Environmental and Pacific Coast Equipment.

The areas inspected are illustrated in Figure 1. Area A is leased to Pacific Coast Equipment. This area consists of storage areas for equipment and supplies, a shop for equipment maintenance and repair, and an office area. Area B is leased to Pacific Coast Environmental and consists of offices, a locker room/gear room, and a lunch room. No environmental concerns were noted in any of the areas at the time of the inspection.

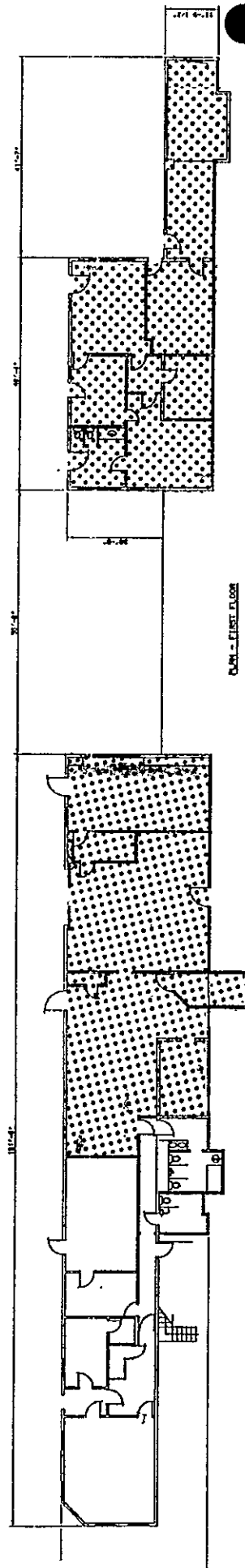
If you have any questions regarding this inspection, please contact me at extension 608.

Attachment

I:\RK\PCE-INSP.MEM



PLAN - SECOND FLOOR



PLAN - FIRST FLOOR

AREA A

AREA B

AS CONST.  
B. DETAILS  
C. HYDRAULIC  
FEB., 1960  
1/32" = 1'-0"

FORTLAND SHIP REPAIR YARD

BUILDING NO. 4 SHOPS

FIGURE 1

"Imagineering a better world"

1211

Rec'd  
2-15-80



**Riedel International, Inc.**

January 24, 1980

CORPORATE OFFICE MAILING ADDRESS:  
4555 N. Channel Ave. P.O. Box 3320

Portland, OR 97208

Phone: (503) 285-9111 • Telex: 151372

*J. H. Murphy*

-1-

Gentlemen:

This letter is formal notification that Willamette-Western Corporation has changed its name to: Riedel International, Inc.

4555 N. Channel Avenue  
P. O. Box 3320  
Portland, OR 97208

The following companies are now divisions of Riedel International, Inc.:

Environmental Emergency Services  
Willamette-Western Co.  
Willamette Tug & Barge Co.  
Western-Pacific Construction Materials Co.  
Western-Pacific Dredging Co.  
Western-Pacific Drilling Co.  
Western-Pacific Erectors Co.  
Western-Pacific Foundations Co.  
Western-Pacific Marine Services Co.  
Western Tug & Barge Co.  
Western Marine Brazil  
World Security Services Co.

The telephone number still remains the same (503) 285-9111.  
Thank you for your cooperation.

Very truly yours,

RIEDEL INTERNATIONAL, INC.  
(formerly Willamette-Western Corp.)

*Robert L. Rusunen*

Robert L. Rusunen  
Director of Purchasing

RLR:lh

ENVIRONMENTAL EMERGENCY SERVICES CO.  
WILLAMETTE WESTERN CO.  
WILLAMETTE TUG & BARGE CO.  
WESTERN-PACIFIC CONSTRUCTION MATERIALS CO.  
WESTERN-PACIFIC DREDGING CO.

WESTERN-PACIFIC DRILLING CO.  
WESTERN-PACIFIC ERECTORS CO.  
WESTERN-PACIFIC FOUNDATIONS CO.  
WESTERN-PACIFIC MARINE SERVICES CO.  
WESTERN TUG & BARGE CO.

WESTERN MARINE BRAZIL

PSY500000113



Port of Portland

# PORTLAND SHIP REPAIR YARD

## APPLICATION FOR PERMIT TO MAKE ALTERATIONS OR ADDITIONS ON PROPERTY OWNED OR CONTROLLED BY THE PORT OF PORTLAND

Date: June 14 1985

Application No.: \_\_\_\_\_  
(Port use only)

### Instructions for Submitting Application:

1. Submit 3 completed copies of application and 2 sets of plans to shipyard manager. Copy 1—master approval; copies 2 and 3—Port use; copy 4—originator copy.
2. One copy of the approved plans and approved application will be returned to the requestor.
3. Work will not start prior to the receipt of an approved application.
4. Upon completion of the project, the Port will be furnished 2 copies of "as built" drawings.

The applicant does hereby request a permit from the Port of Portland to make structural or nonstructural alterations or additions at (location) Building 50 consisting of (description) Installation of  
Chemco 2639 R Abrasive Blast Cleaning Equipment per attached plan

Estimated cost: \_\_\_\_\_  
Estimated start date: \_\_\_\_\_  
Estimated completion date: \_\_\_\_\_

Requestor's point of contact on this project:  
Name: Herb Lyons (dsr) Chuck Requa (psry)  
Phone: \_\_\_\_\_

Routing	Reserved for Port Action
Operations Concur <input type="checkbox"/>	Nonconcur* <input type="checkbox"/>
Name: _____	Ext. _____
Maintenance Concur <input type="checkbox"/>	Nonconcur* <input type="checkbox"/>
Name: _____	Ext. _____
Engineering Concur <input checked="" type="checkbox"/> w/ comment	Nonconcur* <input type="checkbox"/>
Name: <u>M H Dine</u>	Ext. <u>756</u>
Safety Concur <input type="checkbox"/>	Nonconcur* <input type="checkbox"/>
Name: _____	Ext. _____
Legal Concur <input type="checkbox"/>	Nonconcur* <input type="checkbox"/>
Name: _____	Ext. _____

\*Nonconcurrency requires memo stating reason.

In consideration of the issuance of a permit by the Port of Portland (from here on referred to as the Port), applicant agrees:

1. The applicant will make such alteration or addition in accordance with the permit and approved plans. Improvements will commence within six months of approval. Lessee will restore the condition of contiguous areas affected at the discretion of the Port.
2. The applicant shall obtain all necessary Port, federal, state and local permits and shall comply with all applicable codes and regulations, including approval by the State Fire Marshal's Office, governing such operations.
3. The applicant agrees to indemnify the Port, its commissioners, agents and employees from any and all claims and damages which may arise directly or indirectly from or during the construction or use of the facilities.
4. This issuance of a permit or approval of plans by the Port, its commissioners, agents or employees shall in no way be construed as approval of method or design as far as structural soundness or compliance with applicable codes or regulations is concerned.
5. The issuance of a permit hereunder shall not be an alteration or amendment of the basic lease herein.

No construction shall be undertaken until a permit has been approved. Work for which a permit has been granted will be inspected by the Port.

Approved By: \_\_\_\_\_  
Signature: C. L. Requa  
Typed Name: Chuck McKedwn  
Title: PSRY Manager  
Phone No.: \_\_\_\_\_

Requested By: \_\_\_\_\_  
Signature: Thorne Hilts  
Typed Name: Thorne Hilts  
Firm/Title: Dillingham Ship Repair  
Phone No.: \_\_\_\_\_





Port of Portland

Not enough 4-1970

92.

263/dorr -

267-350.  
380

338 - Vilksing  
July 8/8

Agenda Item No. 4

APPROVAL TO AMEND LEASE - MILNE TRUCK  
LINES - SWAN ISLAND INDUSTRIAL PARK

Date: January 9, 1985

Presented by: Peggy Krause  
Senior Real Estate Associate

FACTUAL BACKGROUND AND ANALYSIS

Milne Truck Lines, Inc., currently leases a truck terminal facility at Swan Island from the Port. The lease expires December 31, 1985. Milne has requested that the lease be extended an additional three years through December 31, 1988. Currently Milne pays \$9,475.72 per month in rent to the Port, a rate which was established July 15, 1983. Under the current lease, Milne was given the first right to negotiate a new lease if the property was again offered for this purpose.

Under the terms of this lease extension, the rent would increase to \$12,600 per month starting January 1, 1986, continuing through the expiration of the extended term on December 31, 1988. Milne's first right to negotiate a new lease will be dropped from the amended lease. All other terms and conditions will remain the same.

Under the terms of the existing lease, the Port is responsible for maintenance of the roof and structural components of the building. As part of this obligation, some routine repair work is contemplated to the buildings in the coming fiscal year. This includes reroofing, installation of rubber bumpers at the truck doors, and repair of the heating and ventilating system in the truck terminal office area.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to amend the lease with Milne Truck Lines, Inc., for the Swan Island truck terminal to extend the lease term to December 31, 1988, and to increase the rent to \$12,600 per month starting January 1, 1986; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0864H  
06M521



APPROVAL TO CANCEL SEA-LAND SERVICES, INC.,  
LEASE - SWAN ISLAND INDUSTRIAL PARK

Date: April 9, 1980

Presented by: Morton I. Michelson, Manager  
Economic Development

FACTUAL BACKGROUND AND ANALYSIS

In April 1963, Sea-Land Services, Inc., leased approximately 6.2337 acres of property on Swan Island for a marine terminal, however their plans did not materialize.

Since 1963, Sea-Land has honored the lease by subleasing portions of the property. Most current subleases are a trucking terminal company and the Port for ship repair yard related uses.

Sea-Land now requests that they be released from their commitment on the lease which expires in April 1983. Cancellation of the lease is requested for June 1980 to honor a sublease commitment expiring during that month. Sea-Land rationale for early cancellation of the lease is that, unless they are released from the lease, they will find it necessary to exercise their two five-year options and enter into a long-term lease with their sublessees. Sea-Land does not plan to use the property as a marine terminal and exercising the options for use as a truck terminal would effectively make the property unavailable to the Port for another use for 13 years.

The Port Marine Department has indicated that they would like to explore the possibility of a barge terminal use for the property.

The current income from the lease is as follows:

Gross income:

o Truck terminal	\$1,319.97 per month
o Amortization of Marine facilities	662.78
o Truck terminal	2,057.18
o Dock rental charge	3,570.62
o Amortization of barge ramp	<u>869.29</u>

Total		\$ 8,479.84
	x 12 =	<u>\$101,758.08</u>

Approval to Cancel Sea-Land Services, Inc.,  
Lease - Swan Island Industrial Park  
Page 2

The Port Marine Services Department is leasing back from Sea-Land Services, Inc., the dock area of the property for a minimum rental of \$21,000 per year against 60 percent of the gross revenues received by the Port.

Silver Eagle trucking company is now subleasing the property from Sea-Land Services at a monthly rental of \$5,500 per month and has expressed an interest in continuing the lease on a short-term basis of one to three years with a one-year notice to vacate. Several other truck firms have also shown an interest in the property.

After reviewing the lease terms, staff feels that it is in the Port's best interest to cancel this lease. The Port can regain control of the property and in all likelihood generate higher income than we are currently getting from the lease.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION


RESOLVED, That approval is given to cancel the lease between Sea-Land Services, Inc., and the Port of Portland at the Sea-Land facility on Swan Island without penalty on June 31, 1980; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

November 7, 1966

TO: File  
FROM: L. D. Thompson  
SUBJECT: CAFFALL BROS. FOREST PRODUCTS

In the Daily Journal of Commerce, dated November 4, 1966, there is an item of notice that Waterman & Potter took out a building permit in the amount of \$100,000 for the construction of the Caffall Bros. facility on Swan Island. The address for their new site is 5405 North Lagoon Avenue.

  
LDT/lr

November 22, 1971

Brian Freeman

BUILDING #4, SWAN ISLAND, RENTAL VACANCY AND TENANT CHANGES

BAY #2    To Rent, 25,007 s/f @ .07 per s/f = \$1,750.49.  
Month to month. Thompson Metal Fab. vacated area  
as of 11/20/71.


Bay #6    Northwest Marine Iron Works moved out as of 11/18/71.  
  
Fentron Highway Products Co. moved in as of 12/1/71.  
24,236 s/f @ .07 per s/f = \$1,696.52. (No contract yet)

Bay #7    Northwest Marine Iron Works vacated as of 11/1/71,  
occupied 1/2 of bay only.

To Rent, 24,000 s/f @ .07 = \$1,680.00. Month to month.

Bay #8    Portland Wire & Iron vacated area as of 11/16/71,  
occupied 3/4 of bay only, west end.

Northwest Marine Iron Works moved in as of 12/1/71,  
17,696 s/f @ .06 per s/f = \$1,061.76 for 3/4 of bay  
only, west end. (No contract yet).

  
C. R. Cunningham  
Business Supervisor  
Ship Repair Yard

CRC:am

Name Portland Wire & Iron Works

Date: July 2, 1971

Address 4644 S. E. 17th

Agreement No. \_\_\_\_\_

Portland, Oregon

Review Date DECEMBER 1971

Telephone 234-9731

Type of Document Lease

Site Description Part of Bay 8, Bldg. 4

Article, Section  
and/or Document Page

Page 1

Effective Date Feb. 21, 1971 Termination Date Month to Month

N/A

Right to Extend \_\_\_\_\_

First Payment Due Feb. 21, 1971

Art 1

Payment Schedule Monthly in Advance on First

Art 1 & Page 5

Payment Amount if Constant \$1,238.72/Month

Method of Computation if Payment is Variable \_\_\_\_\_

Taxes Paid by Port \_\_\_\_\_

Art XVIII

Taxes Paid by Lessee All

Utilities Paid by Port \_\_\_\_\_

Page 1

Utilities Paid by Lessee All

Check following contract obligations which should be reviewed and  
the date when review should be made:

Construction or improvements Contemplated: \_\_\_\_\_ (date)

Escalation of Rent \_\_\_\_\_ (date)

Port Obligations \_\_\_\_\_ (date)

Evidence of Insurance \_\_\_\_\_ (date)

Termination Review June, 1972 DECEMBER 1971 (date)

Other \_\_\_\_\_ (date)

COMMENTS: \_\_\_\_\_

(Use reverse side if necessary)

PSY500000120

Commissioners

DENNIS J. LINDSAY  
President

LEE E. CALDWELL  
Vice-President

DONALD G. DRAKE  
Secretary

ROBERT B. WILSON  
Treasurer

HAROLD S. HIRSCH  
ERLING E. JACOBSEN

RAYMOND M. KELL

LEW S. RUSSELL

HOWARD B. SOMERS

General Manager  
GEORGE M. BALDWIN

Ass't General Manager  
R. A. NEUMEISTER

Mgr., Aviation Dept.  
J. V. FRYBERGER

Mgr., Industrial  
Development Dept.  
L. E. ARNOLD, JR.

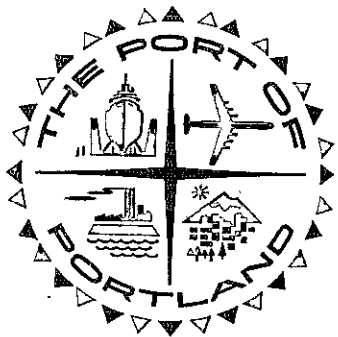
Mgr., Marine Dept.  
A. J. HEINEMAN

Comptroller  
E. W. BAUER

Mgr., Research  
and Planning  
W. S. DIRKER

Chief Engineer  
R. F. DOW

Mgr., Public  
Information  
W. G. PROCTOR



Swan Island, P.O. Box 3529, Portland, Oregon 97208

Telephone 503-285-5271

In reply refer to:

November 22, 1965

E. V. Prentice Company  
2303 N. Randolph Avenue  
Portland, Oregon

Attention: Mr. David V. Prentice

Gentlemen:

This is to acknowledge your letter of November 17 requesting a reduction in space rented by your company in Bay 9 of Building 4 on Swan Island.

Your company accepted the month-to-month agreement on June 1, 1965, for 8,000 square feet, and by letter agreement dated September 7, 1965, the above space was increased to a total of 12,320 square feet. Therefore, in accordance with your request, the original agreement for 8,000 square feet in the southwest end of Bay 9 in Building 4 at a rental of \$280.00 per month excluding the power service will be effective December 1, 1965, on a month-to-month basis.

Your acknowledgement of this letter of understanding and reduction of space by signature in the lower left-hand corner hereof will be appreciated.

Very truly yours,

CARL H. COVER  
Properties Manager

Acknowledged: Nov 23, 1965  
(Date)

By David V. Prentice  
E. V. PRENTICE COMPANY

CHC:cal

NOTED:

ACCOUNTING DEPT.

PSY500000121

10-620

July 31, 1970

Mr. Kenneth Springer  
Surplus Lumber Sales  
5463 N. Channel Avenue  
Portland, Oregon 97217

Dear Mr. Springer:

Per your request, this letter will confirm our previous discussion that the downstream portion of the Murphy Pacific fence line will bisect your leasehold through your trim saw building. My discussions with the job-site foreman for Miller Fence Company revealed that they plan to install this fence the first part of the week of August 3, 1970.

This letter will serve to confirm information given to you by Port surveyors on June 26, 1970 when they surveyed the fence line.

We appreciate your past cooperation and trust that you will vacate the affected areas prior to the fence installation next week.

If you have any questions, please contact me at the Port.

Very truly yours,

THE PORT OF PORTLAND

James A. Theda  
Property Management Representative

  
JAT/lr

cc: A. Patrick Sweeney  
Contract File

PSY500000122



April 22, 1970

*surveyed 6-25-70*

Mr. Kenneth Sprenger  
Surplus Lumber Sales  
5463 North Channel Avenue  
Portland, Oregon 97217

Dear Mr. Sprenger:

We have reviewed your letter dated April 20, 1970, to Jim Theda and will be happy to grant you an extension of your present month-to-month lease until September 30, 1970.

This extension is granted with the following provision. On or about July 1, 1970, Murphy Pacific Enterprises will begin site preparation of their leasehold which will include a fence on a portion of the land you presently occupy. It will be necessary for you to have all lumber and other improvements outside the Murphy Pacific site before that date. Preliminary review of Murphy Pacific's plat map indicates that their leasehold will not conflict with your existing office building. We will, in the near future, survey their leasehold and inform you of the exact location of their fence.

It is understood that vacation of your present leasehold on September 30, 1970, will be in compliance with the present lease, which requires all improvements installed by you to be removed from the site.

If you have any questions, please feel free to contact Mr. Theda.

Very truly yours,

THE PORT OF PORTLAND

ORIGINAL SIGNED BY  
A. PATRICK SWEENEY

A. Patrick Sweeney  
Industrial Development  
Representative

APS/la  
cc: James A. Theda  
Contract File

PSY500000123

# Surplus Lumber Sales

## COMPLETE FRAMING LUMBER

EXPORT REJECTS • SURPLUS LUMBER

5463 N. Channel Avenue - Swan Island  
289-5375 • Portland, Oregon 97217

RECEIVED  
8 15 AM '70  
THE PORT OF  
PORTLAND

April 20, 1970

Jim Theda  
The Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

Dear Sir;

The purpose of this letter is to obtain more time for cleaning and for moving our inventory.

My desire is that you send me a new notice stating that Sept. 30, 1970 is my last day of occupancy. This leaves me slightly over five months, which seems like a more realistic notice due to the fact we have been here twenty years.

Sincerely,



Kenneth Sprenger

	Action	Info
Gen. Mgr.		
Asst. Gen. Mgr.		
Attorney		
Spec. Projects		
Public Affairs		
Aviation		
Finance/Admin.		
Ind. Devel.		
Training		
Technical Serv.		
<del>Jim Theda</del>	X	
No. of Copies		

- ① Bldgs to be leveled
- ② photo of M-P

April 17, 1970

TO: File

FROM: James A. Theda

SUBJECT: SWAN ISLAND SURPLUS LUMBER COMPANY - TERMINATION OF LEASE

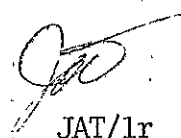
Today Pat Sweeney and I visited with Mr. Ken Sprenger at Swan Island Surplus Lumber Company. He had received my previous letter notifying him that the Port would terminate his month-to-month lease effective May 15, 1970.

We discussed with him what Murphy Pacific was, why they needed land on the face of Swan Island, what they propose to do there and how these things would affect his operation. We stressed the fact that we would like to have him remain on Swan Island and gave him a list of standards similar to the ones that Murphy Pacific Corporation has agreed to follow. We went through each of the standards and explained to him how they would affect his operation. His major concern was the standard calling for perimeter fencing of his leasehold. At that time, he felt this one factor would result in him moving his operation to a better location outside of the Swan Island area.

His immediate comments were that he would be able to move most of the lumber he now has scattered about a 4.8 acre area back on to his original 45,000 sq. ft. leasehold by May 15, 1970. He would then like to have until approximately October 1, 1970 to move his entire operation to another location.

We told him that this temporary lease extension could possibly be arranged.

The meeting ended with Mr. Sprenger commenting that he would write a letter to the Port within the next 2 weeks outlining exactly how much time he needed to move his entire operation to a new location.



JAT/lr

PSY500000125

April 14, 1970

Mr. Kenneth Sprenger  
Surplus Lumber Company  
5463 North Chammel Avenue  
Portland, Oregon 97217

Dear Mr. Sprenger:

For some time The Port of Portland has been negotiating for the lease of a large portion of land on the face of Swan Island. On April 13, 1970, the Port's Commissioners approved the lease of 23 acres to the Murphy Pacific Corporation for the purpose of constructing the center span of the Fremont Bridge.

Murphy Pacific's land requirements are such that a portion of their leasehold will conflict with the property your firm is currently renting on a month-to-month basis. Because of this overlapping leasehold, the Port must terminate your existing agreement as of May 15, 1970, in accordance with Paragraph XI, which states:

"This lease is terminable without liability therefore on 30-days notice by either party hereto. Upon termination, the tenant will quit and deliver up said leased premises and all fixtures, erections or additions to or upon the same, broom clean, to the Port, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone accepted, as the same are now in or hereafter may be put in by the Port or the tenant."

The Port will consider this letter constructive notice for termination of your present lease. Mr. A. P. Sweeney and I would like to meet with you at your earliest convenience to discuss possible alternative sites in the vicinity of your present leasehold.

Mr. Kenneth Sprenger  
April 14, 1970  
Page 2

Will you please sign the original copy of this letter as indicated below as acknowledgement of receipt of notice of termination and return it to The Port of Portland. The carbon copy enclosed may be retained for your files.

Very truly yours,

THE PORT OF PORTLAND

James A. Theda  
Property Management  
Representative



JAT/AFS/1a

I acknowledge receipt of this  
letter of termination:

SURPLUS LUMBER COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

*This letter was  
never sent to O.B.*

March 2, 1970

TO: Ogden Beeman  
FROM: A. Patrick Sweeney  
SUBJECT: SWAN ISLAND SURPLUS LUMBER DEPOT

Swan Island Surplus Lumber Depot leased an area of 1.02 acres between North Channel Avenue and the waterfront in August 1962. The company is on a month-to-month lease with a 30-day cancellation clause with rental payment for the 44,500 square feet at \$336.75 per month. An aerial survey of the operation determined that they currently occupy a conservative 4.2 acres of land.

The operation, retail and wholesale in nature, does not conform with the land use patterns for the downstream end of the Island. No provisions for adequate access for vehicular traffic have been made and the proposed closure of the nondedicated road will, in all probability, cause some problems. I am of the opinion that the physical appearance and lack of conformance of this operation is detrimental to our long range development objectives in the Industrial Park.

I recommend, therefore, that we give Surplus Lumber reasonable notice to vacate, pointing out that the area is reserved for either interim or permanent conforming uses.

If you feel that the above recommendation is not feasible or detrimental to the Port, I recommend, as an alternative, that Surplus Lumber be required to:

1. Enter into a new rental agreement for the actual amount of land they occupy at 9 per cent of \$45,000 per acre per year.
2. Provide adequate access and parking for the operation in conformance with standards determined by our Planning Department for a commercial operation.
3. Provide fencing and screening of the business. Because of its present 8-year tenure, the operation is neither temporary or interim and should conform with other permanent installations in the Swan Island Industrial Park.

aps  
APS/1a  
cc: Al P. Benkendorf

March 8, 1968

Thompson Metal Fab  
2054 N. Vancouver Avenue  
Portland, Oregon

Gentlemen:

The Port has reviewed its rental rates applicable to existing Port owned building and land leased facilities on Swan Island. This review was necessary due to recent expenditures for improvements to Building No. 4, including additional facilities such as: new storm sewer along the full length of Building No. 4 easterly side, removal of old rail under east side crane rail extensions, and re-paving, installation of an additional A.D.T. fire alarm circuit with individual detectors for all enclosed structures within the several bays and the installation of four (4) units providing toilet and sanitary facilities to eight (8) bays.

It is advised and by this letter you are hereby notified that the rental rate for the several bays in Building No. 4 will be as follows beginning March 1, 1968: 4 cents per square foot for inside space per month and 1 cent per square foot for outside space per month. These rates are NET rates. Each tenant is to be responsible for all utility services, interior maintenance, including overhead crane, and taxes.

The April rental invoice will reflect the above rate per square foot and the additional amount retroactive to March 1, 1968 on your leased area.

Your tenancy in Building No. 4 and being a member of the Port's Swan Island Industrial Park complex is appreciated.

Yours very truly,

*CHC*

Carl H. Cover  
Properties Manager

CHC/la  
cc: Accounting

PSY500000129

NAME Fentron Highway Products, Inc.

REVIEW DATE October, 1978

ADDRESS Bay 4, Building 4

REASON General

Swan Island Ship Repair Yard

AGREEMENT NUMBER 74-115

Portland, Oregon 97217

TYPE OF DOCUMENT Lease - Building 4,

LOCATION Swan Island Ship Repair Yard

Bays 3, 4 and 5

ARTICLE, SECTION  
AND/OR PARAGRAPH

Section XII

EFFECTIVE DATE Oct. 1, 1974

TERMINATION DATE upon 30 days  
written notice

RENEWAL OPTIONS \_\_\_\_\_

Section XVIII

TAXES PAID BY Tenant

Article IV

UTILITIES PAID BY Tenant

Article X

AMOUNT & TYPE OF INSURANCE REQUIRED Port held harmless

POLICY EXPIRATION DATE \_\_\_\_\_

Section II

USE OF PREMISES Construction of highway products and other  
contractor and/or sub-contractor work

**CANCELLED**

PSY500000130



CONSTRUCTION OR IMPROVEMENTS CONTEMPLATED \_\_\_\_\_

Section I

Letter dated July 21, 1976

PAYMENT SCHEDULE Monthly, in advance

AMOUNT OF PAYMENT \$7,378.91 (Bay 3 - \$2,310.96; Bay 4 -  
\$2,564.00; Bay 5 - \$2,503.95)

ESCALATION OF RENT \_\_\_\_\_

PURCHASE PRICE \_\_\_\_\_

NUMBER OF ACRES \_\_\_\_\_

MISCELLANEOUS ITEMS \_\_\_\_\_

COMMENTS \_\_\_\_\_

PSY500000131



Name Section Highway Products

Date: 12-2-71

Address \_\_\_\_\_

Agreement No. 71-110

Telephone \_\_\_\_\_

Review Date Dec. 1, 1973

Type of Document Lease Agreement

Site Description Juan Island

Article, Section  
and/or Document Page

Effective Date Dec. 1, 71 Termination Date \_\_\_\_\_

Right to Extend \_\_\_\_\_

Sec. 1

First Payment Due Jan 1, 1971

Sec. 1

Payment Schedule Monthly

Sec. 1

Payment Amount if Constant \$1,696.52

Method of Computation if Payment is Variable \_\_\_\_\_

Sec. XVIII

Taxes Paid by Port none

Taxes Paid by Lessee all

Sec. IV

Utilities Paid by Port none

Utilities Paid by Lessee all

Check following contract obligations which should be reviewed and the date when review should be made:

Construction or improvements Contemplated: \_\_\_\_\_ (date)

Escalation of Rent \_\_\_\_\_ (date)

Port Obligations \_\_\_\_\_ (date)

Evidence of Insurance \_\_\_\_\_ (date)

Termination Review \_\_\_\_\_ (date)

Other \_\_\_\_\_ (date)

COMMENTS: \_\_\_\_\_

PSY500000133

THE PORT OF PORTLAND  
P. O. Box 3529  
Portland, Oregon 97208

AGREEMENT NO. 7205-F-1

ACCOUNTING CODE P-31-1563-681

ACCOUNTING CODE \_\_\_\_\_

PORT AREA Marine

DEPARTMENT 31 SISRY

FORMER AGREEMENT NUMBERS:

7104-F-1

7103-F-2

1. NAME Fentron Highway Products, Inc. PHONE 283-3143

2. ADDRESS P.O. Box 8708, Portland, Oregon 97208

3. TYPE OF AGREEMENT Lease - Port is lessee.

4. TERM: BEGINS July 1, 1970 ENDS June 30, 1972

5. RENTAL AMOUNT & PAYMENT SCHEDULE 1) July 1, 1970 to March 31, 1971 lessee will pay \$2,455.40/mo.; 2) April 1, 1971 to June 30, 1972 - \$2,946.48/mo. Payable in advance on first. All amounts not paid when due at 10%/yr. interest rate.

HOW COMPUTED 1) \$0.05/sq. ft./mo. 2) \$0.06/sq. ft./mo.

TERMS None

6. TAX RESPONSIBILITY That of lessee to pay giving copy of receipts and vouchers to Port upon payment.

7. PORT FINANCIAL LIABILITY (if any) None.

Effective Date 3/17/71

Replaces Page Dated 8/19/70

PSY500000134

8. RENEWAL RIGHTS & AMOUNTS N/A
9. HOLD-OVER PROVISIONS Creates a month-to-month tenancy terminable at any time  
by Port.
10. SITE AREA & ACREAGE (BUILDINGS) Bay areas 4 and 5 SISRY. Bay 4 containing  
24,845 sq. ft.; Bay 5 containing 24,263 sq. ft.
11. USE OF PREMISES Manufacture of metal highway light stanchions, sign posts, metal  
service stations, structural steel and plate fabrication and for no other  
purpose without prior written consent of Port.
12. CONSTRUCTION OR IMPROVEMENTS CONTEMPLATED Port not required to make any unless it  
has agreed in writing to perform specific work. Lessee accepts premises as is and  
agrees to make no alterations or improvements without prior consent of Port and  
all those made, except movable office furniture and trade fixtures, shall become  
property of Port on lease termination.
13. MAINTENANCE RESPONSIBILITY Lessee to maintain interior of shop and office building  
and all improvements including but not limited to bridge cranes, plumbing fixtures,  
water lines, electric lines and fixtures, flooring, partitions, walls and ceilings  
in constant, good and substantial condition and repair. Port to maintain exterior  
walls and roof areas of shop and office building and improvements including but not  
limited to roof drains and downspouts, window sashes and areas of entry and exit  
from street.
14. UTILITY RESPONSIBILITY That of lessee.

Effective Date 3/17/71  
Replaces Page Dated 8/19/70

PSY500000135

15. INSURANCE RESPONSIBILITY Lessee holds Port harmless.

a. Amount & Type Required Public liability and property damage protecting both Lessee and Port. Property damage = \$500,000; personal liability = \$500,000; public occupant liability = \$1,000,000.

b. Policy Received/Dates \_\_\_\_\_

c. Renewal Date July 1, 1973

16. APPLICABLE LAWS/STATUTES ORS 279.312 through 279.320 inclusive.17. SUB-AGREEMENTS Lessee will not assign or sublease without prior written consent of Port.18. DEFAULT PROVISIONS Lessee: 1) In arrears in payment of rent for 10 days; 2) Fails to perform any/all covenants of agreement continuing for 30 days after notification of default; 3) Declared bankrupt or insolvent; 4) In event of any judicial sale of lessee's interests under this lease.19. ACCOUNTING RECORDS REQUIRED Record of rental payments.20. BASIC DOCUMENTS IN FILE Lease; Area Plan.

Effective Date 3/17/71  
Replaces Page Dated 8/19/70

21. SPECIAL CONDITIONS 1) Any transfer by merger, consolidation, liquidation or ownership change by vote of majority of outstanding shares of stock shall also constitute an assignment; 2) Damage to premises: a) If premises destroyed lease terminates; b) Partially destroyed and untenable, either party may terminate by giving written notice to other within 15 days thereafter and no rent shall accrue to Port; c) Partial damage not untenable optional for Port to repair. If Port elects not to within 30 days of occurrence, lessee may terminate at end of 60th day, or to make repairs at lessee's own cost and expense, in a manner approved by Port.

22. REASON FOR REVIEW Terminates on June 30, 1972.

23. COMMENTS None.

24. ISSUED BY Marine Department.

Distribution: Operating Department Head  
Accounting (2)  
Legal Counsel  
Manager, Finance & Administration  
Real Estate Department  
Contract File

Effective Date 3/17/71  
Replaces Page Dated 8/19/70

PSY500000137

THE PORT OF PORTLAND  
P. O. Box 3529  
Portland, Oregon 97208

AGREEMENT NO. 7205-F-1

ACCOUNTING CODE P-31-1563-681

ACCOUNTING CODE \_\_\_\_\_

PORT AREA Marine

DEPARTMENT 31 SISRY

FORMER AGREEMENT NUMBERS:

7104-F-1

7103-F-2

1. NAME Fentron Highway Products, Inc. PHONE 283-3143

2. ADDRESS P.O. Box 8708, Portland, Oregon 97208

3. TYPE OF AGREEMENT Lease - Port is lessee.

4. TERM: BEGINS July 1, 1970 ENDS June 30, 1972

5. RENTAL AMOUNT & PAYMENT SCHEDULE 1) July 1, 1970 to March 31, 1971 lessee will pay \$2,455.40/mo.; 2) April 1, 1971 to June 30, 1972 - \$2,946.48/mo. Payable in advance on first. All amounts not paid when due at 10%/yr. interest rate.

HOW COMPUTED 1) \$0.05/sq. ft./mo. 2) \$0.06/sq. ft./mo.

TERMS None

6. TAX RESPONSIBILITY That of lessee to pay giving copy of receipts and vouchers to Port upon payment.

7. PORT FINANCIAL LIABILITY (if any) None.

Effective Date 3/17/71  
Replaces Page Dated 8/19/70

PSY500000138



8. RENEWAL RIGHTS & AMOUNTS N/A
9. HOLD-OVER PROVISIONS Creates a month-to-month tenancy terminable at any time  
by Port.
10. SITE AREA & ACREAGE (BUILDINGS) Bay areas 4 and 5 SISRY. Bay 4 containing  
24,845 sq. ft.; Bay 5 containing 24,263 sq. ft.
11. USE OF PREMISES Manufacture of metal highway light stanchions, sign posts, metal  
service stations, structural steel and plate fabrication and for no other  
purpose without prior written consent of Port.
12. CONSTRUCTION OR IMPROVEMENTS CONTEMPLATED Port not required to make any unless it  
has agreed in writing to perform specific work. Lessee accepts premises as is and  
agrees to make no alterations or improvements without prior consent of Port and  
all those made, except movable office furniture and trade fixtures, shall become  
property of Port on lease termination.
13. MAINTENANCE RESPONSIBILITY Lessee to maintain interior of shop and office building  
and all improvements including but not limited to bridge cranes, plumbing fixtures,  
water lines, electric lines and fixtures, flooring, partitions, walls and ceilings  
in constant, good and substantial condition and repair. Port to maintain exterior  
walls and roof areas of shop and office building and improvements including but not  
limited to roof drains and downspouts, window sashes and areas of entry and exit  
from street.
14. UTILITY RESPONSIBILITY That of lessee.

Effective Date 3/17/71  
Replaces Page Dated 8/19/70

PSY500000139

15. INSURANCE RESPONSIBILITY Lessee holds Port harmless.

a. Amount & Type Required Public liability and property damage protecting both Lessee and Port. Property damage = \$500,000; personal liability = \$500,000; public occupant liability = \$1,000,000.

b. Policy Received/Dates \_\_\_\_\_

c. Renewal Date July 1, 1973

16. APPLICABLE LAWS/STATUTES ORS 279.312 through 279.320 inclusive.

17. SUB-AGREEMENTS Lessee will not assign or sublease without prior written consent of Port.

18. DEFAULT PROVISIONS Lessee: 1) In arrears in payment of rent for 10 days; 2) Fails to perform any/all covenants of agreement continuing for 30 days after notification of default; 3) Declared bankrupt or insolvent; 4) In event of any judicial sale of lessee's interests under this lease.

19. ACCOUNTING RECORDS REQUIRED Record of rental payments.

20. BASIC DOCUMENTS IN FILE Lease; Area Plan.

Effective Date 8/3/71  
Replaces Page Dated 8/19/70

21. SPECIAL CONDITIONS 1) Any transfer by merger, consolidation, liquidation or ownership change by vote of majority of outstanding shares of stock shall also constitute an assignment; 2) Damage to premises: a) If premises destroyed lease terminates; b) Partially destroyed and untenable, either party may terminate by giving written notice to other within 15 days thereafter and no rent shall accrue to Port; c) Partial damage not untenable optional for Port to repair. If Port elects not to within 30 days of occurrence, lessee may terminate at end of 60th day, or to make repairs at lessee's own cost and expense, in a manner approved by Port.

22. REASON FOR REVIEW Terminates on June 30, 1972 to adjust rental agreement per

23. COMMENTS None.

24. ISSUED BY Marine Department.

Distribution: Operating Department Head  
Accounting (2)  
Legal Counsel  
Manager, Finance & Administration  
Real Estate Department  
Contract File

Effective Date 3/17/71  
Replaces Page Dated 8/19/70

PSY500000141

THE PORT OF PORTLAND  
P. O. Box 3529  
Portland, Oregon 97208

AGREEMENT NO. 7201-F-2

ACCOUNTING CODE P-31-1563-681

REVIEW DATE

~~ACCOUNTING CODE~~ 1-75

PORT AREA Marine Department

DEPARTMENT SISRY

FORMER AGREEMENT NUMBERS:

New

1. NAME Fentron Highway Products PHONE 283-3143
2. ADDRESS Building 4, Swan Island, Portland, Oregon
3. TYPE OF AGREEMENT Month-to-month lease agreement
4. TERM: BEGINS January 1, 1971 ENDS Upon 30 days' written notice
5. RENTAL AMOUNT & PAYMENT SCHEDULE See "How Computed." Payable monthly in advance.

HOW COMPUTED 1) January 1, 1971 only - \$.04/sq. ft. = \$895.75.

2) February 1971 through June 1971 - \$.06/sq. ft. = \$1,343.58. 3) July 1971 and thereafter - \$.07/sq. ft. = \$1,567.51.

TERMS

6. TAX RESPONSIBILITY Tenant to pay all lawful taxes and assessments.

7. PORT FINANCIAL LIABILITY (if any) None.

Effective Date 1/11/71  
Replaces Page Dated

PSY500000142

8. RENEWAL RIGHTS & AMOUNTS N/A
9. HOLD-OVER PROVISIONS N/A
10. SITE AREA & ACREAGE (BUILDINGS) Bay 3, Building 4, Swan Island.
11. USE OF PREMISES Steel fabrication for structural use and industrial equipment for assemblage.
12. CONSTRUCTION OR IMPROVEMENTS CONTEMPLATED Premises rented in "as is" condition. No alterations, additions or improvements will be made without prior written approval of Port.
13. MAINTENANCE RESPONSIBILITY Tenant to maintain and keep in good workable repair the overhead crane; Port not required to make repairs or replacement of parts or cable for crane.
14. UTILITY RESPONSIBILITY Tenant shall pay for all heat, light, power, water and other services or utilities used.

Effective Date 1/11/71  
Replaces Page Dated \_\_\_\_\_

15. INSURANCE RESPONSIBILITY Tenant agrees to hold Port harmless from and against any and all liability.

a. Amount & Type Required N/A

b. Policy Received/Dates \_\_\_\_\_

c. Renewal Date \_\_\_\_\_

16. APPLICABLE LAWS/STATUTES None stated.

17. SUB-AGREEMENTS Tenant will not assign or sublease this lease without prior written approval of the Port. Tenant will not permit any lien of any kind to be placed on the building.

18. DEFAULT PROVISIONS 1) Tenant in arrears in payment of rent for 10 days; 2) Tenant fails or neglects to do, keep, perform, or observe any of the covenants or conditions of this lease for period of 10 days after notice from Port; 3) If tenant declared bankrupt or insolvent; 4) If any assignment is made by tenant for the benefit of creditors.

19. ACCOUNTING RECORDS REQUIRED Record of monthly payments made by tenant.

20. BASIC DOCUMENTS IN FILE Lease agreement.

Effective Date 1/11/71  
Replaces Page Dated \_\_\_\_\_

21. SPECIAL CONDITIONS 1) Signs shall not be painted on any structure, but removable signs may be attached to structure without prior Port approval; 2) If premises destroyed by fire or other casualty, lease shall terminate.

22. REASON FOR REVIEW General review of rental rate, etc.

23. COMMENTS None.

24. ISSUED BY Marine Department.

Distribution: Operating Department Head  
Accounting (2)  
Legal Counsel  
Manager, Finance & Administration  
Real Estate Department  
Contract File

Effective Date 1/11/71  
Replaces Page Dated

FMC Corporation

Marine and Rail Equipment Division  
4700 Northwest Front Avenue  
Box 3616  
Portland Oregon 97208  
(503) 228 9281 Telex 36 0672

620-8

March 15, 1978 AM 7:58

**FMC**

THE PORT OF PORTLAND

Port of Portland  
700 N. E. Multnomah  
Portland, Oregon

ATTENTION: Mr. Carl Propp  
Ship Repair Yard

	Action	Info
Commission		
Executive Director		
Deputy Exec. Director		
Asst. Exec. Director		
Attorney: B. Crofoot		X
Aviation		
Community Development		
Engineering Services		
Finance/Administration		
Marine Development		
C. Propp	X	
D. Heiser		

SUBJECT: Termination of lease on Bay Six warehouse

Dear Carl:

Confirming our telephone conversation of March 9, 1978, F.M.C. gives notice that we will be completely out of Swan Island Bay Six warehouse by the end of business activities on Wednesday, March 15, 1978. Our lease agreement is to be considered cancelled at that time.

All of us here at F.M.C. thank the Port of Portland and you personally for your assistance over the last four years of our tanker activities.

I was able to catch your invoice for the month of March, and I instructed our Accounts Payable to reduce it by one half to reflect the charges for two weeks only.

Very truly yours,

*Doyle Thomas*  
Doyle R. Thomas  
Purchasing Agent

/dc

cc: Dick Bornac

p. s. Carl, I still think that 18,000 tons should have been the basis for the dry dock charges.

PSY500000146





APPROVAL OF LEASE AGREEMENT - BUILDING 72  
E.J. BARTELLS CO. - PORTLAND SHIP REPAIR YARD

---

Date: December 12, 1984

Presented by: Guy J. Alvis  
Business Manager, PSRY

FACTUAL BACKGROUND AND ANALYSIS

E.J. Bartells Co., a long-term tenant at Portland Ship Repair Yard, is requesting to enter into two lease agreements for 3,800 square feet of Building 72. These two leases will replace an existing lease totaling 1,800 square feet in Building 72. E.J. Bartells Co. will use the space to provide insulation and related activities as a subcontractor to prime ship repair firms at the ship repair yard.

Lease terms will include the following:

- o Release from current long-term (20 months remaining) lease of Building 72.
- o Two new long-term (74 months) leases in Building 72 at \$0.28 per-square-foot-per-month, including utilities.
- o Maintenance will be provided by E.J. Bartells Co.
- o Taxes will be paid by E.J. Bartells Co.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease with E.J. Bartells Co. for 74 months for 3,800 square feet in Building 72 at Portland Ship Repair Yard for \$0.28 per-square-foot-per-month and simultaneous cancellation of previous lease agreements with E.J. Bartells Co.; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0817H  
01K098

1.6

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REVISED  
REPORT  
PHASE II ENVIRONMENTAL PROPERTY TRANSFER ASSESSMENT  
NORTHWEST MARINE IRON WORKS  
PORTLAND, OREGON

MAY 31, 1989  
JOB NO. 00720-014-005

---

# Dames & Moore



PORTLAND, OREGON

PSY500000148



**DAMES & MOORE**

A PROFESSIONAL LIMITED PARTNERSHIP

1220 S.W. MORRISON ST., SUITE 404, PORTLAND, OREGON 97205-2260 (503) 228-7080

June 2, 1989

Southwest Marine  
P.O. Box 13308  
San Diego, California 92113

Attention: Mr. James Nakamara

Report Transmittal  
Phase II Environmental Property Transfer Assessment  
Northwest Marine Iron Works  
Portland, Oregon

This letter transmits three copies of our report, "Phase II Environmental Property Transfer Assessment, Northwest Marine Iron Works" dated May 31, 1989 to replace the three copies you have already received.

In our efforts to expedite the release of this report, a table was inadvertently left out of the text. Please accept our apologies for any inconvenience this may have caused.

We appreciate the opportunity to provide this service to you. If you have any questions concerning this report or our project work please feel free to contact our office.

Yours very truly,

DAMES & MOORE

Kim L. Marcus,  
Senior Geologist

Peter L. Stroud,  
Registered Geologist G975

WD44:SWM.L1  
PLS:cmf  
720-014-005

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2. Site Map
3. Sampling Location Map

### List of Tables

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4. Ground-Water Sampling Field Parameters

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- B. Analytical Results

WD44:SWM.TC

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## 1.0 INTRODUCTION

This report presents the results of a Phase II Environmental Property Transfer Assessment performed by Dames & Moore at the request of Southwest Marine and Wells Fargo Bank. The subject property is located at 5555 North Channel Avenue on Swan Island in Portland, Oregon. The Phase II assessment was conducted by Dames & Moore to evaluate potential environmental risk associated with the Northwest Marine Iron Works Building #2 due to hazardous chemicals and other hazardous materials. The activities were undertaken as part of a due diligence property review to satisfy the "innocent purchaser" provisions of the Superfund Amendments and Reauthorization Act of 1986 (SARA 101(f), 42 U.S.C. 9601 (35) (A) (B)).

## 2.0 SCOPE OF WORK

Wells Fargo Bank contracted Dames & Moore to provide the services described in a proposal issued on April 25, 1989. The scope of work proposed and performed included:

### Task 1: Review Background Information

- review historic aerial photographs
- review selected environmental and geotechnical studies

### Task 2: Conduct Site Reconnaissance

- review utility and underground structure locations
- plan sampling locations

### Task 3: Fielding Sampling

- collect four sets of subsurface soil samples from four borings
- collect two sets of near-surface soil samples utilizing a hand auger

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PSY500000151

- collect two wall wipe samples from inside the building
- install four monitoring wells
- collect four sets of ground-water samples from the monitoring wells
- submit samples for laboratory analysis

Task 4: Prepare a Phase II Assessment Report

- evaluate analytical data
- provide conclusions and descriptions of project work

Appendix A - provides the logs of the borings and well completion details

Appendix B - provides a complete listing of sample analyses completed for this study

### 3.0 SITE LOCATION AND GENERAL DESCRIPTION

The Northwest Marine Iron Works (NWMIW) facility is located at 5555 North Channel Avenue near the northwestern end of Swan Island in Portland, Oregon (Figures 1 and 2). The property is part of a ship repair facility for the Port of Portland.

A Phase I study, historic review, was not completed as part of this investigation, however, aerial photographs on file with the U.S. Corps of Engineers were reviewed to gain additional understanding of the site's former uses to develop a sampling plan. Aerial photographs from 1936, 1940, 1948, 1957, 1961, 1963, 1966, 1970, 1974, 1979, and 1986 were examined.

In the older photographs (1936 and 1940), the site is occupied by a portion of the old Portland Airport. Between 1940 and 1948, NWMIW Building #2 was constructed. The 1948 photograph also shows a large building south of the

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existing facility (see Figure 2) that was removed between 1961 and 1963. Outside of these buildings to the south and east, the surrounding grounds appear not to be paved. Paving south and east of NWMIW Building #2 appears to have occurred between 1966 and 1970 and between 1970 and 1974, respectively. The aerial photos also reveal dark spots north, south, and east of Building #2 prior to these areas being paved. These spots may represent areas where spills occurred.

Geotechnical reports performed by Dames & Moore for adjacent structures were reviewed to gain a better understanding of the materials and ground-water conditions underlying the site. Subsurface information derived from this investigation and from other studies conducted near the site indicate that the subject property is underlain by fine grained sand, silt, clayey silt, clay, and gravely sand. It is our understanding that a significant portion of the near-surface materials were originally derived from river dredge spoils that were disposed of on Swan Island. Ground water was encountered in this study's exploratory borings from 20 to 25 feet below the surface. After installation of the monitoring wells static ground-water levels were measured to be 20.3 to 24.3 feet below the surface.

#### 4.0 SAMPLING PROGRAM

The sampling program completed for this investigation included drilling and sampling four borings (30 foot depth), the installation of four monitoring wells in these borings, collection of ground-water samples, the collection of two near-surface soil samples, and the collection of two wall wipe samples. Sampling was accomplished on May 22 and 23, 1989. The collected samples were

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PSY500000153

submitted to an analytical laboratory and tested for chlorinated solvents, metals, and petroleum hydrocarbons. A tank integrity test had been proposed but was not performed because no underground storage tanks were reported on the property.

#### Borings

Four 6-1/4 inch inside diameter borings were drilled, one on each side of the building (Figure 3), to a depth of 30 feet below the surface using a truck-mounted hollow stem auger drill rig. A Dames & Moore geologist logged the borings (Appendix A). A split spoon sampler was used to collect samples, generally at 5 foot intervals. The split spoon sampler was driven 18 inches into the bottom of the hole by repeatedly dropping a 140 pound weight a height of 30 inches on the end of a steel rod connected to the sampler. The number of blows required to penetrate each six inch interval was recorded and used as an indicator for soil density.

An HNu photoionization detector was also used to monitor levels of volatile organic compounds (VOCs) in the drive samples and down the drill holes. The HNu was also used for Health and Safety monitoring. Detected levels of VOCs are described on the boring logs in Appendix A. The split spoon sample exhibiting the highest levels of VOCs for each boring was retained and submitted for VOC analysis. A composite of the split spoon samples collected at depths of five and ten feet were retained and submitted for toxic metals analysis.

Generally, the borings penetrated asphalt paving underlain by one to three feet of coarse gravel baserock. Beneath the baserock, medium brown to black stained sand and silty sand was encountered. These darker sands probably

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represent the former surface materials prior to paving. Low to moderate levels of VOCs were detected in the near-surface materials in borings B-1 and B-4 and high levels of VOCs were detected in borings B-3. The near-surface materials are underlain by gray sand, silty sand, silt, and clayey silt at depths varying from 6.5 to seventeen feet below the surface. Moderate to high levels of VOC were detected in borings B-3 and B-4 in the deeper materials. Table 1 details the depths where the boring analytical samples were collected.

Drilling equipment was steam-cleaned prior to the drilling of each boring. The drilling equipment was also steam-cleaned prior to leaving the site. The sampling equipment (stainless steel spoons, split spoon samplers, etc.) was cleaned with a decontamination wash and rinse sequence consisting of the following solutions:

- ° water wash
- °alconox soap and distilled water wash
- ° methanol rinse
- ° clean distilled water rinse

All samples were collected in clean laboratory provided containers. Samples were stored in a chilled ice chest until delivery to the analytical laboratory.

#### Monitoring Wells

A monitoring well was installed in each of the four borings. The well completion details accompany the boring logs in Appendix A. The wells were constructed of two inch, outside diameter, schedule 40 PVC pipe. The bottom ten feet of each well (20 to 30 foot depth) utilized slotted PVC (#20) and the upper

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20 feet utilized solid PVC. A sand pack (Colorado Sand #10-20) was placed along the outside of the PVC from 18 to 30 feet below the surface. A bentonite chip plug was placed above the sand pack to within one foot of the surface. The top of each well was completed with a cement-grouted, flush-mount steel monument cover and locking metal well cap.

After installation, each well was developed by surging and pumping sufficient ground water (35 to 60 gallons) to remove the majority of loose silt and sand. Following development, each well was purged three times the well's water volume. Three sets of conductivity, pH, and temperature readings were taken to verify uniform ground-water characteristics prior to sampling (Table 4). In each well, a double-valved Teflon bailer was used to collect a liter sample for an EPA drinking water metals analysis and a pair of 40 milliliter glass vials for chlorinated solvent analysis (see Table 1).

The same wash and rinse sequence described for the soil sampling equipment was followed to decontaminate the ground-water sampling equipment (i.e., bailers).

#### Near-Surface Soil Samples

Two near-surface soil samples were collected using a hand auger (Figure 3). The sample locations were based on features identified on historic aerial photographs. Sample point S-1 is located in close proximity to a dark soil area revealed on a 1948 aerial photograph, north of the NWMIW Building #2. Sample point S-2 is located in close proximity to the former building which existed until the middle to late 1960's south of the NWMIW Building #2.

The near-surface soil samples were obtained using a hand auger.

Samples were collected and composited from the upper 18 inches of soil directly beneath the asphalt paving and underlying baserock. The near-surface soils appeared darker and may be stained. Soil samples were submitted for toxic metals, chlorinated solvents, and total petroleum hydrocarbon analyses (see Table 2) .

The wash and rinse sequence described previously was followed to decontaminate near-surface sampling equipment (i.e., hand auger, stainless steel spoons, etc.).

#### Wall Wipe Samples

Two wall wipe samples were collected from inside the MWMIW Building #2 (see Figure 3 and Table 3). Sample point WM-1 was located at the east end of Bays 8 and 9 adjacent to Bay 12. Shop Foreman Chuck Leavy indicated that most of the metal grinding occurs in this area. Sample point WM-2 was located towards the west end of Bays 7 and 8 next to an office and an area where small boats were being painted. The samples were collected from the surface of steel girders located ten to fifteen feet above the ground. Laboratory provided wipe cloths were moistened with distilled water and approximately 387 square centimeters was wiped for each sample.

Sample documentation and chain-of-custody procedures were used for this investigation. These documents provide a record of sample collection, handling, and shipment to the analytical lab.

#### 5.0 ANALYTICAL RESULTS

Sample analyses were completed by ACCULABS Environmental Services of Petaluma, California. Laboratory results (Appendix B) are summarized in Tables

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1 through 3. Twenty-four samples were submitted for analyses. Six soil samples were tested for EP Tox metals and six soil samples were tested using EPA Method 8010 for chlorinated solvents (purgable halocarbons). Two soil samples were tested using EPA Method 418.1 for total petroleum hydrocarbons. Four ground-water samples were tested using EPA Method 601 for chlorinated solvents and four ground-water samples were tested for EPA Drinking Water Metals. The two wall wipe samples were tested by a Toxic Metal Scan.

Laboratory analyses detected low levels of cadmium (0.0054 to 0.028 parts per million (ppm)) in five of the six soil samples tested for EP Tox metals. Nickel (0.053 ppm), arsenic (0.0074 ppm), and mercury (0.0077 ppm) were also detected in three of the soil samples. None of the detected metals noted above exceed levels set by the Environmental Protection Agency (EPA). Total petroleum hydrocarbons were detected in both of the near-surface samples at concentrations of 22 to 710 ppm (in SM-2 and SM-1, respectively).

Laboratory analyses also detected low levels of several metals in the ground-water samples however only cadmium, iron and manganese levels exceed drinking water standards set by the EPA. Detected levels varied from 0.02 to 0.023 ppm for cadmium, 1.88 to 64.6 ppm for iron, and 2.99 to 7.76 ppm for manganese. EPA drinking water standards are 0.01 ppm for cadmium, 0.3 ppm for iron, and 0.05 ppm for manganese.

Low levels of 1,1-dichloroethane (1.8 parts per billion (ppb)); 1,2-dichloroethane (1.0 ppb); and 1,1-dichloroethene (0.6 ppb) were detected from monitoring well B-1 and low levels of tetrachloroethene (0.5 ppb) and

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trichloroethene (0.8 ppb) were detected from monitoring well B-3. These concentrations are below EPA set standards for drinking water for these compounds.

The analyses of the wall wipe samples detected several metals, most of which were less than one milligram for the area sampled (387 square centimeters). Seven metals exceeded one milligram for the area sampled, these included the following in order of decreasing maximum concentration: iron, zinc, copper, lead, manganese, barium and nickel.

#### 6.0 CONCLUSIONS

The soils sampled at the NWMIW facility did not appear to have significant levels of EP Tox metals or chlorinated solvents, but did exhibit low to moderate levels of total petroleum hydrocarbons. However, the moderate to high HNu readings indicate the presence of volatile compounds other than those analyzed. Tests for semi-volatiles and benzene, toluene, xylene and ethylbenzene (BTXE) might clarify why elevated readings of volatile compounds were detected on the photoionization detector (HNU).

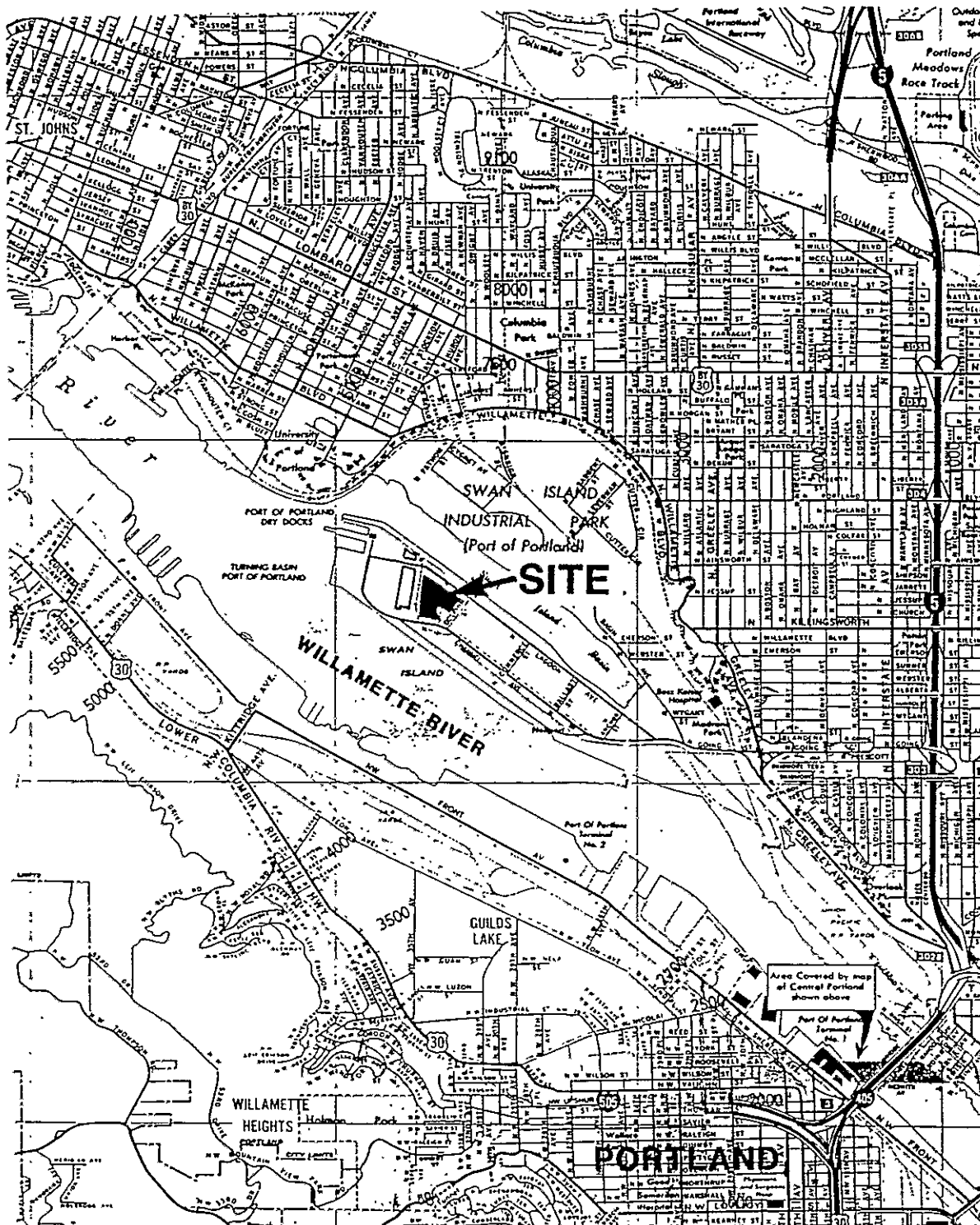
The ground water sample analyses indicates that cadmium, iron, and manganese are present in levels greater than EPA guidelines for drinking water. Also low levels of chlorinated solvents were detected in two of the four monitoring wells. Ground water from this area is not used for drinking although the Willamette River is adjacent to the site. No borings or samples were collected next to the river. Numeric standards for the clean up of petroleum contaminated soils have been proposed by the Oregon Department of Environmental Quality (ODEQ). Standards proposed by the ODEQ establish cleanup levels ranging from 50 to 100 ppm for gasoline-contaminated soils and 500 to 1000 ppm

DAMES & MOORE

PSY500000159

for diesel-contaminated soils. Therefore the type of contamination would have to be known in order to know whether soil remediation would be necessary.

WD44:SWM.1-5



# **VICINITY MAP** **NORTHWEST MARINE IRON WORKS** **SWAN ISLAND SHIP REPAIR YARD** **PORTLAND, OREGON**

**DAMES & MOORE**  
**MAY 1989**

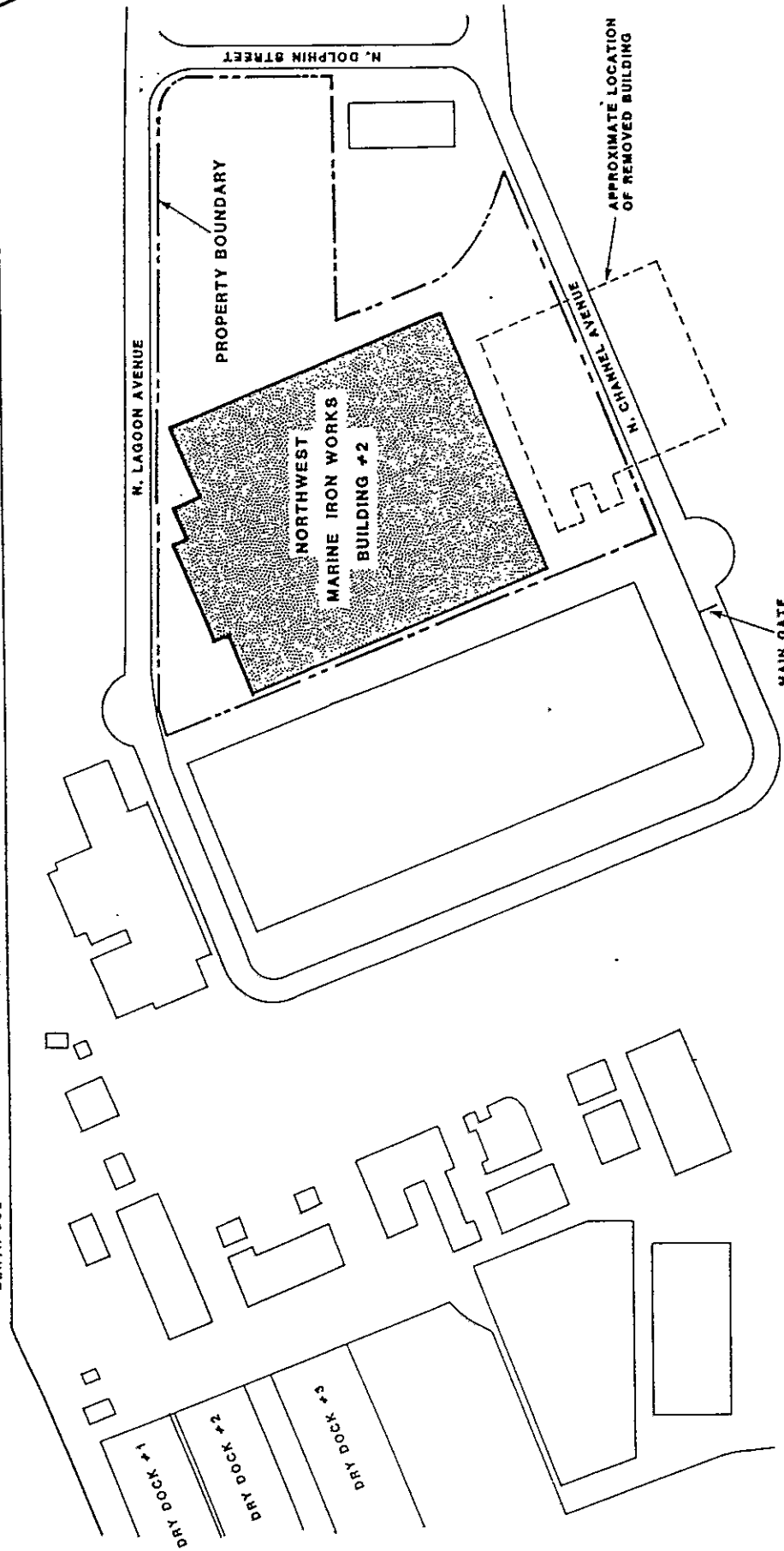
SWAN ISLAND BASIN

BERTH 308

BERTH 304

BERTH 303

BERTH 302



0 450  
FEET

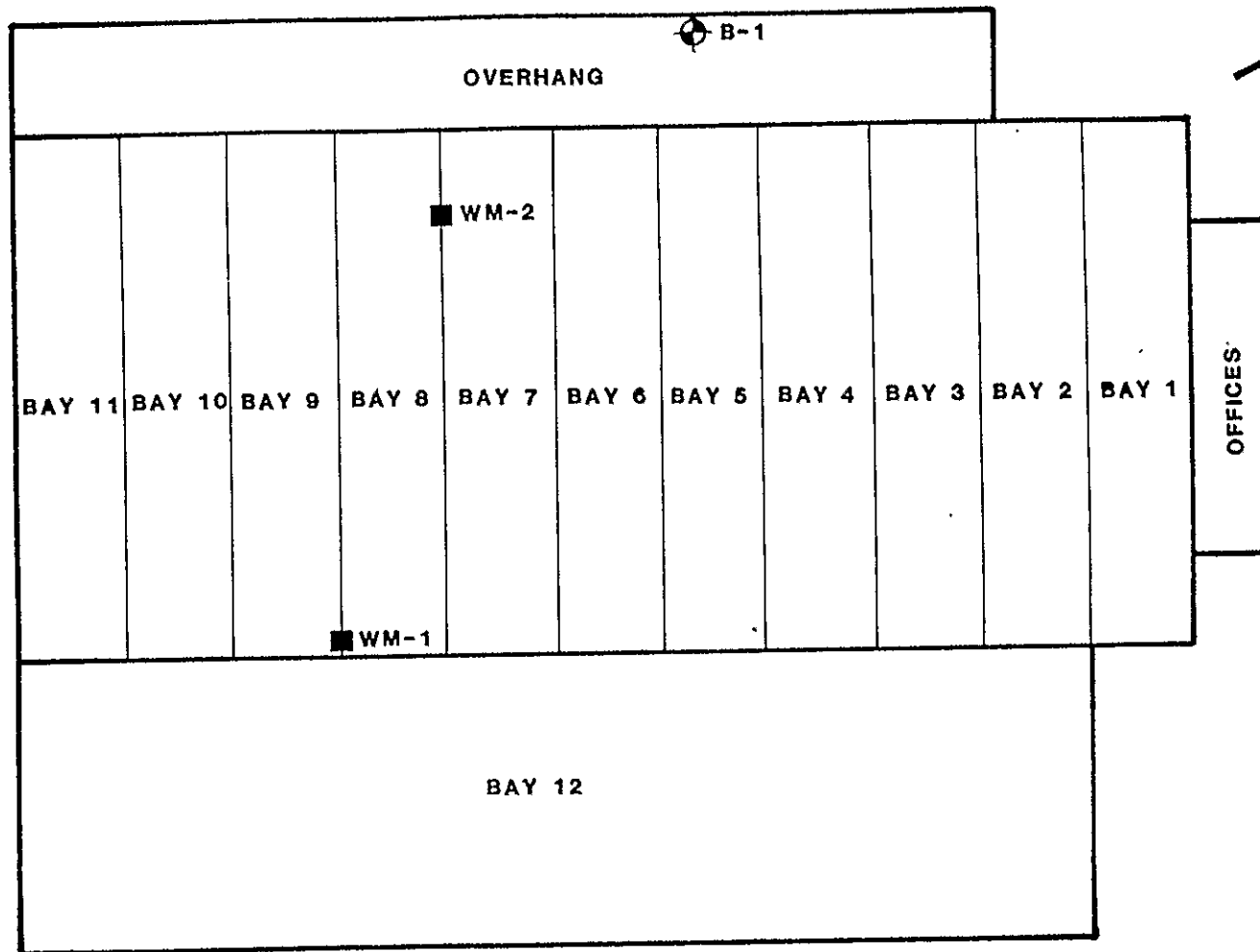
SITE MAP  
NORTHWEST MARINE IRON WORKS  
SWAN ISLAND SHIP REPAIR YARD  
PORTLAND, OREGON  
DAMES & MOORE  
MAY 1989

FIGURE 2



108 NO: 720-014

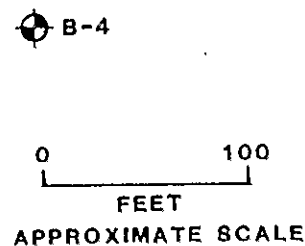
PSY500000162





**KEY:**

- B-1  BORING AND MONITORING WELL LOCATION  
 S-1  SURFACE SOIL SAMPLE LOCATION  
 WM-1  WALL WIPE SAMPLE LOCATION



**SAMPLING LOCATION MAP**  
**NORTHWEST MARINE IRON WORKS**  
**BUILDING #2**  
**SWAN ISLAND SHIP REPAIR YARD**  
**PORTLAND, OREGON**  
**DAMES & MOORE**  
**MAY 1989**

FIGURE 3

TABLE I  
Boring/Ground-Water Sample Analyses  
Northwest Marine Iron Works

Boring/Well #	Sample #	Depth (feet)	Sample Type	Cadmium	Iron	Manganese	1,1 Dichloro- ethane	1,2 Dichloro- ethane	1,1 Dichloro- ethane	Tetrachloro- ethene	Trichloro- ethene
B-1	B-1-M	Composite 5' to 10'	Soil	0.028	NT	NT	NT	NT	NT	NT	NT
	B-1-5 B-1-10	Composite 5' to 10'	Soil	NT	NT	NT	ND	ND	ND	ND	ND
	BW-1	25'	Groundwater	0.023	50.2	5.28	1.8 ppb	1.0 ppb	0.6 ppb	ND	ND
B-2	B-2-M	Composite 10' to 15'	Soil	<0.0052	NT	NT	NT	NT	NT	NT	NT
	B-2-10	10'	Soil	NT	NT	ND	ND	ND	ND	ND	ND
	BW-2	25'	Groundwater	<0.0025	1.88	2.99	ND	ND	ND	ND	ND
B-3	B-3-M	Composite 7.5' to 10'	Soil	0.007	NT	NT	NT	NT	NT	NT	NT
	B-3-7	7.5	Soil	NT	NT	NT	ND	ND	ND	ND	ND
	B-W-3	25'	Groundwater	0.02	64.6	7.76	ND	ND	ND	0.5 ppb	0.8 ppb
B-4	B-4-M	Composit. 5' to 10'	Soil	0.0054	NT	NT	NT	NT	NT	NT	NT
	B-4-20	20'	Soil	NT	NT	NT	ND	ND	ND	ND	ND
	BW-4	25'	Groundwater	<0.01	28.2	4.18	ND	ND	ND	ND	ND

KEY:

Compounds expressed as parts per million unless otherwise noted

ppb: parts per billion

NT: Not Tested

ND: Not Detected

WD44:WELL.T1

PSY500000164

TABLE 2

Near-Surface Sample Analyses  
Northwest Marine Iron Works

Sample Point	Sample	Depth (feet)	Sample Type	Cadmium	Nickel	Total Petroleum Hydrocarbon
S-1	SM-1	0.5 to 2.0'	Soil	0.011	<0.052	710
	SV-1	0.75'	Soil	NT	NT	NT
S-2	SM-2	0.5 to 2.0'	Soil	<0.0052	0.053	22
	SV-2	0.75'	Soil	NT	NT	NT

KEY

Compounds expressed in parts per million

NT: Not Tested

WD44:WELL.T2

TABLE 3

Wall Wipe Sample Analyses  
Northwest Marine Iron Works

<u>Sample #</u>	WM-1	WM-2
<u>Area Sampled</u>	387 cm <sup>2</sup>	387 cm <sup>2</sup>
<u>Compounds Tested</u>	<u>(milligrams)</u>	<u>(milligrams)</u>
Silver	0.00364	0.0121
Arsenic	0.0494	0.0763
Barium	1.87	1.29
Beryllium	0.000779	0.00106
Cadmium	0.0807	0.0399
Cobalt	0.0438	0.0308
Chromium	0.396	0.213
Copper	8.13	5.18
Iron	472	137
Mercury	<0.001	<0.001
Manganese	6.38	1.71
Molybdenum	0.0636	0.0441
Nickel	1.36	0.227
Lead	5.22	2.32
Antimony	0.0111	0.0128
Selenium	<0.2	<0.04
Thallium	0.00777	<0.004
Vanadium	0.114	0.12
Zinc	50.7	11.2

WD44:WELL.T3

TABLE 4  
Ground-Water Sampling Field Parameters

Well#	Sample#	Pore Volume (gallons)	Electrical Conductivity (umhos)	Temperature (°F)	pH	Depth To Water (feet below surface)
B-1	BW-1	1.7	753	9.6	6.49	20.3
B-2	BW-2	1.0	1358	10.2	6.74	24.3
B-3	BW-3	2.5	589	10.0	6.48	21.1
B-4	BW-4	1.3	999	10.5	6.26	20.7

WD44/Well.T4

APPENDIX A

DAMES & MOORE

PSY500000168

# BORING B-1

# MONITORING WELL

DEPTH  
IN FEET



## DESCRIPTION

GP
SP
SP
SP
ML
SP
ML
SP
ML
SP

Asphalt  
Base Rock, gravel, dry

SAND, poorly graded, fine grained, black-brown, damp, loose to medium dense, appears stained, HNu detected 2 to 5 ppm in boring and no volatiles in sample

SAND, poorly graded, fine grained, medium brown, damp, loose, HNu detected 1 to 2 ppm in sample and no volatiles in boring

SAND, poorly graded, fine grained, grey, moist, loose, No volatiles detected

CLAYEY SILT, 5 to 10% clay, grey, moist, firm, no volatiles detected

SAND, poorly graded, fine to medium grained, grey, moist, loose, no volatiles detected

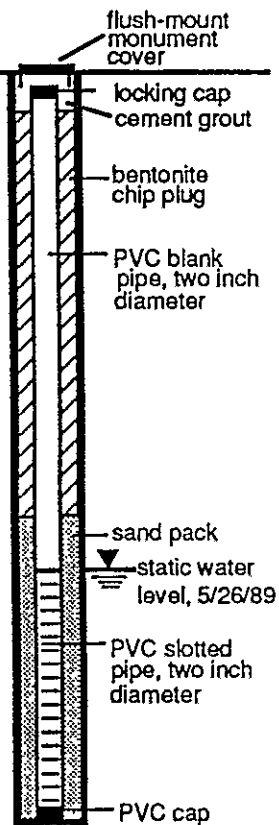
CLAYEY SILT, 5 to 10% clay, grey, moist, firm, no volatiles detected

SAND, poorly graded, fine grained, grey, moist to wet, minor organics, loose, no volatiles detected, encountered groundwater at 24'

SILT, grey, wet, firm, no volatiles

SAND, poorly graded, fine grained, grey, wet, loose, no volatiles

BORING TERMINATED AT 30.0'



## KEY:

Interval over which split spoon sampler was driven

Driller: Geotech Explorations, Inc.  
Equipment: Hollow Stem Auger  
Began Drilling: 5/22/89 @ 9:35  
Finished Drilling: 5/22/89 @ 10:40  
Surface Conditions: Level Asphalt  
Logged by: PLS

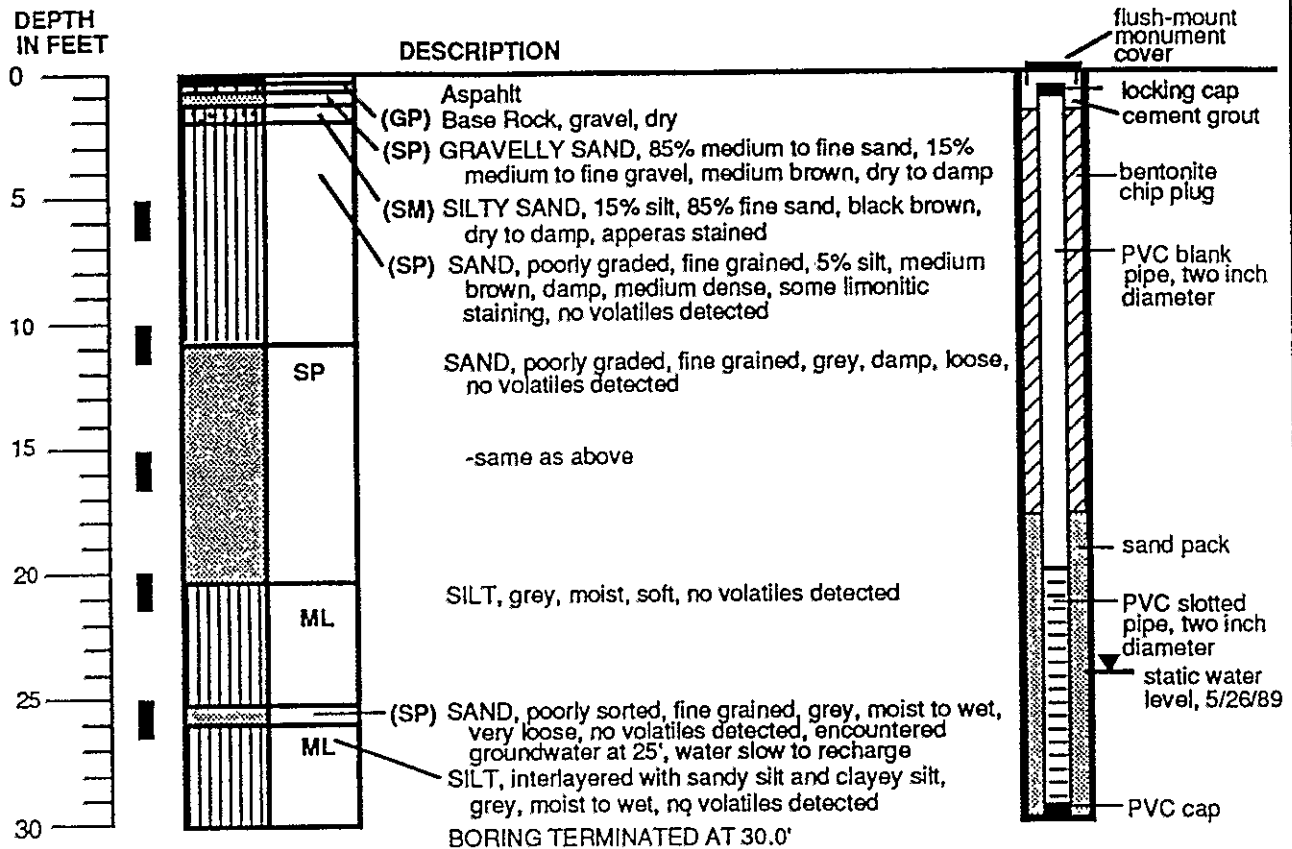
## LOG OF BORING / WELL COMPLETION DETAILS

Northwest Marine Iron Works  
Portland, Oregon

Dames & Moore  
May 1989

# BORING B-2

# MONITORING WELL



## KEY:

■ Interval over which split spoon sampler was driven

Driller: Geotech Explorations, Inc.  
 Equipment: Hollow Stem Auger  
 Began Drilling: 5/22/89 @ 12:40  
 Finished Drilling: 5/22/89 @ 13:35  
 Surface Conditions: Level Asphalt  
 Logged by: PLS

## LOG OF BORING / WELL COMPLETION DETAILS

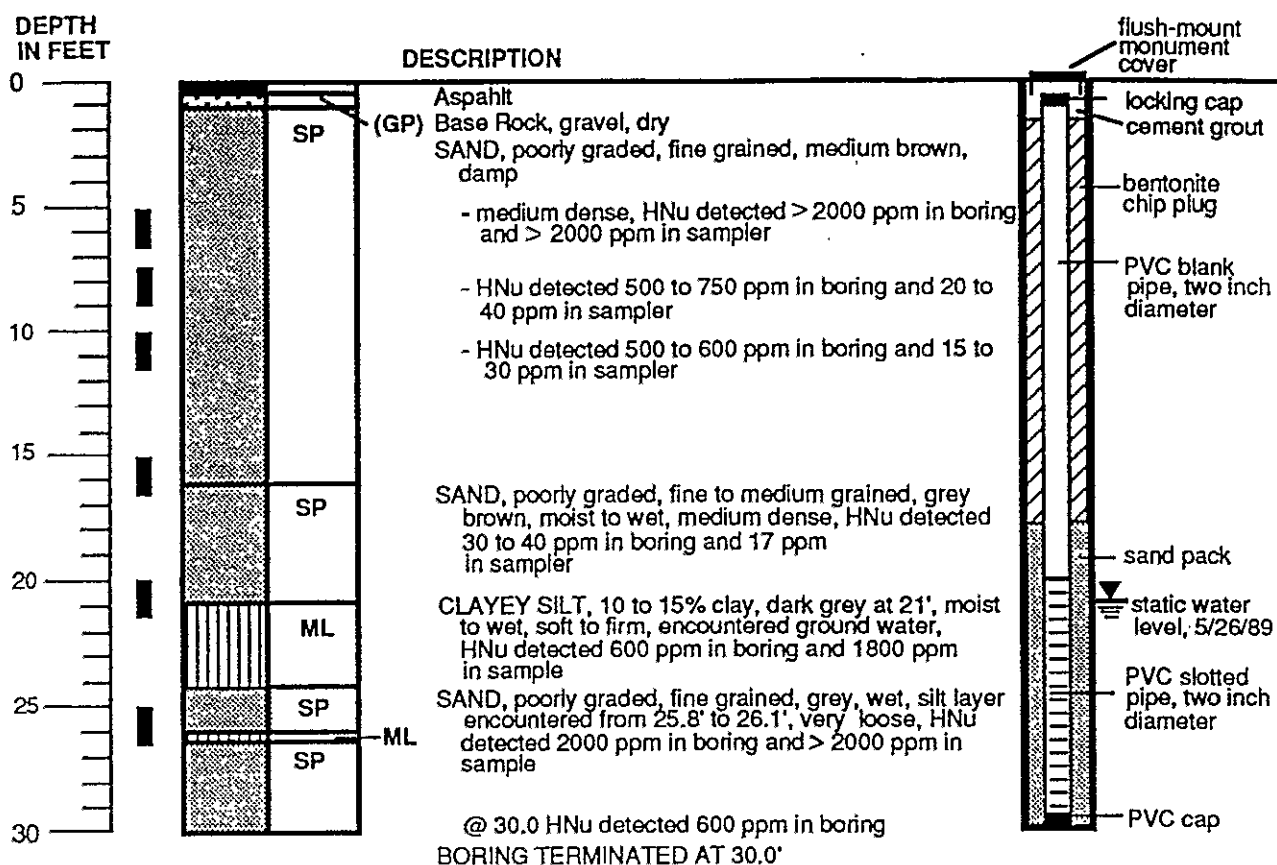
Northwest Marine Iron Works  
 Portland, Oregon

Dames & Moore  
 May1989



# BORING B-3

# MONITORING WELL



## KEY:

Interval over which split spoon sampler was driven

Driller: Geotech Explorations, Inc.  
Equipment: Hollow Stem Auger  
Began Drilling: 5/22/89 @ 15:00  
Finished Drilling: 5/23/89 @ 8:30  
Surface Conditions: Level Asphalt  
Logged by: PLS

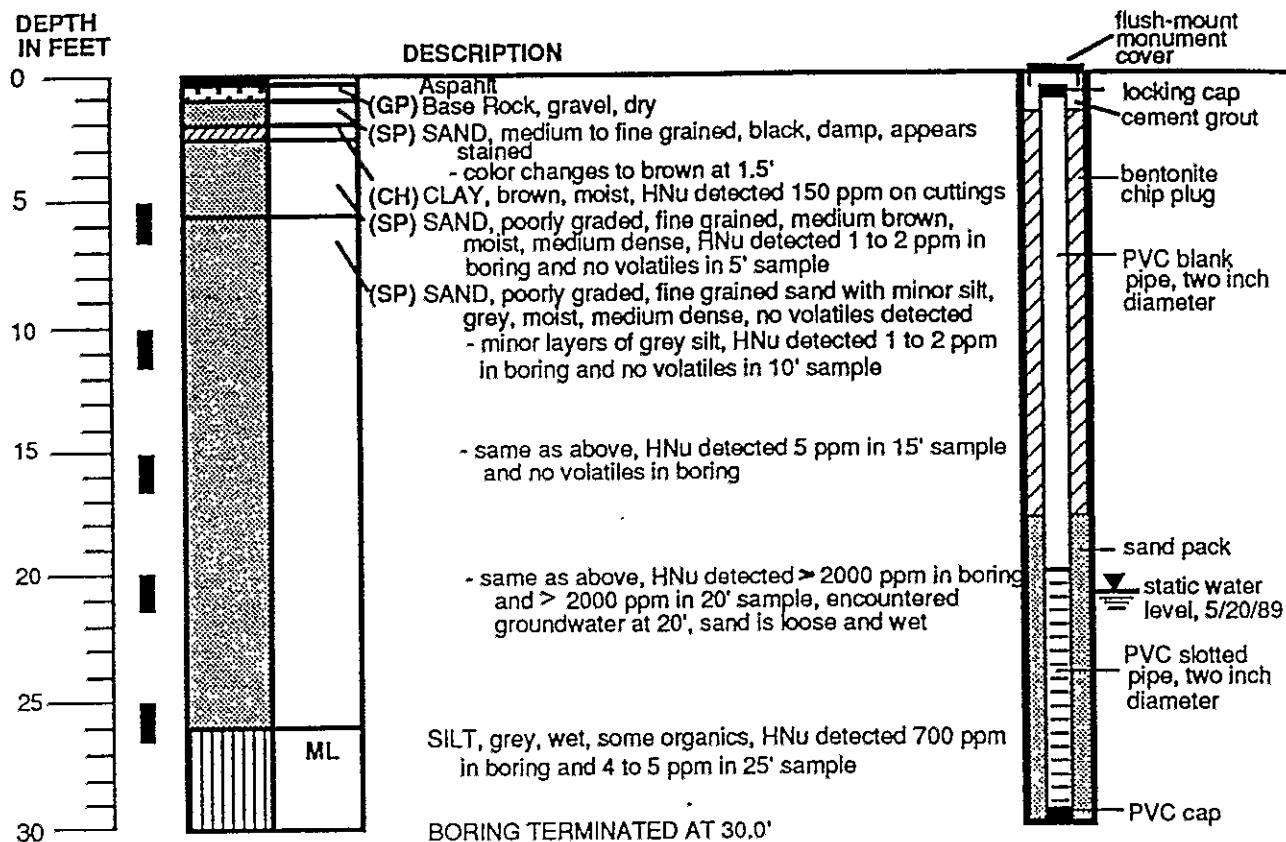
## LOG OF BORING / WELL COMPLETION DETAILS

Northwest Marine Iron Works  
Portland, Oregon

Dames & Moore  
May 1989

# BORING B-4

# MONITORING WELL



## KEY:

Interval over which split spoon sampler was driven

Driller: Geotech Explorations, Inc.  
Equipment: Hollow Stem Auger  
Began Drilling: 5/23/89 @ 9:38  
Finish Drilling: 5/23/89 @ 10:35  
Surface Conditions: Level Asphalt  
Logged by: PLS

## LOG OF BORING / WELL COMPLETION DETAILS

Northwest Marine Iron Works  
Portland, Oregon

Dames & Moore  
May 1989

APPENDIX B

DAMES & MOORE

PSY500000173



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Peter Stroud  
Dames & Moore  
1220 S.W. Morrison Street  
Portland, OR 97205

Client Code: DAMP1  
Project/Release # 720-014-005

Page 1

# LABORATORY RESULTS

Date Collected: 05/23/89  
Date Extracted: 05/26/89  
Date Analyzed: 05/26/89

Laboratory Job No.: 892278  
Date Received: 05/24/89  
Date Reported: 05/30/89

ASSAY: METAL SCAN BY ICP(EPA 6010)  
EP TOXICITY(EPA 1310)

LABNO	SMPLNO-ID	RESULTS		DET.	LIM.
-----	-----	-----		----	----
35690	B-4M SOIL		EPA STLC		
	BA	ND	100	0.010	mg/lt
	CD	0.0054 mg/lt	1.0	0.0050	mg/lt
	CR	ND	5.0	0.021	mg/lt
	NI	ND		0.052	mg/lt
	PE	ND	5.0	0.052	mg/lt

ND=Not Detected

ANALYST: NANCY S. TESCHE

PSY500000174



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# LABORATORY RESULTS

Date Collected: 05/23/89  
Date Analyzed: 05/26/89

Laboratory Job No.: 892278  
Date Received: 05/24/89  
Date Reported: 05/30/89

SODIUM (AA ASSAY 273.1), 3010 ACID DIGEST

MATRIX: WATER, ACID DIGEST

LABNO SMPLNO	COMPOUND	FOUND mg/l	EP DW LEVEL	DET.LIM. mg/l
35693 BW-1	NA	8.55		0.16
35694 BW-2	NA	22.5		1.6
35695 BW-3	NA	7.50		0.16
35696 BW-4	NA	7.80		0.16

ANALYST: NANCY S. TESCHE

PSY500000175



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Page 3

# LABORATORY RESULTS

Date Collected: 05/23/89  
Date Analyzed: 05/26/89

Laboratory Job No.: 892278  
Date Received: 05/24/89  
Date Reported: 05/30/89

ASSAY: METAL SCAN BY ICP (EPA 6010)  
DRINKING WATER COMPLIANCE SCAN

LABNO	SAMPLNO-ID	RESULTS	DET. LIM.
35693	BW-1 WATER		
	AG	ND	0.0050 mg/lit
	BA	0.115 mg/lit	0.0050 mg/lit
	CA	47.1 mg/lit	0.025 mg/lit
	CD	0.023 mg/lit	0.0025 mg/lit
	CR	ND	0.010 mg/lit
	CU	0.020 mg/lit	0.0050 mg/lit
	FE	50.2 mg/lit	0.025 mg/lit
	MG	25.4 mg/lit	0.050 mg/lit
	MN	5.28 mg/lit	0.0025 mg/lit
	PE	ND	0.025 mg/lit
	ZN	0.038 mg/lit	0.0050 mg/lit

HARDNESS (Ca, Mg) 222.2 MG/LT 50-150\*

35694	BW-2 WATER		
	AG	ND	0.0050 mg/lit
	BA	0.143 mg/lit	0.0050 mg/lit
	CA	112 mg/lit	0.025 mg/lit
	CD	ND	0.0025 mg/lit
	CR	ND	0.010 mg/lit
	CU	ND	0.0050 mg/lit
	FE	1.88 mg/lit	0.025 mg/lit
	MG	59.2 mg/lit	0.050 mg/lit
	MN	2.99 mg/lit	0.0025 mg/lit
	PE	ND	0.025 mg/lit
	ZN	0.014 mg/lit	0.0050 mg/lit

PSY500000176



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Page 4

# L A B O R A T O R Y   R E S U L T S

Laboratory Job No.: 892278

LABNO	SMPLNO-ID	RESULTS		DET. LIM.
-----		-----		-----
	HARDNESS(Ca,Mg)	522.6	MG/LT	50-150*
35695	BW-3 WATER			EPA DW LEVELS
	AG	ND		0.050 0.0050 mg/lit
	BA	0.0890	mg/lit	1.0 0.0050 mg/lit
	CA	63.3	mg/lit	0.025 mg/lit
	CD	0.020	mg/lit	0.01 * 0.0025 mg/lit
	CR	ND		0.05 0.010 mg/lit
	CU	ND		1.0 0.0050 mg/lit
	FE	64.6	mg/lit	0.30 * 0.025 mg/lit
	MG	29.4	mg/lit	0.050 mg/lit
	MN	7.76	mg/lit	0.050* 0.0025 mg/lit
	PB	ND		0.05 0.025 mg/lit
	ZN	0.024	mg/lit	5.0 0.0050 mg/lit
	HARDNESS(Ca,Mg)	279.0	MG/LT	50-150*
35696	BW-4 WATER			EPA DW LEVELS
	AG	ND		0.050 0.0050 mg/lit
	BA	0.107	mg/lit	1.0 0.0050 mg/lit
	CA	47.0	mg/lit	0.025 mg/lit
	CD	0.0079	mg/lit	0.01 0.0025 mg/lit
	CR	ND		0.05 0.010 mg/lit
	CU	0.035	mg/lit	1.0 0.0050 mg/lit
	FE	28.2	mg/lit	0.30 * 0.025 mg/lit
	MG	20.1	mg/lit	0.050 mg/lit
	MN	4.18	mg/lit	0.050* 0.0025 mg/lit
	PB	0.031	mg/lit	0.05 0.025 mg/lit
	ZN	0.031	mg/lit	5.0 0.0050 mg/lit
	HARDNESS(Ca,Mg)	199.8	MG/LT	50-150*

ND=Not Detected

ANALYST: NANCY S. TESCHE

PSY500000177



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Client Code: DAMP1  
Project/Release # 720-014-005

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# LABORATORY RESULTS

Date Collected: 05/23/89  
Date Extracted: 05/25/89  
Date Analyzed: 05/30/89

Laboratory Job No.: 892278  
Date Received: 05/24/89  
Date Reported: 05/31/89

MERCURY IN EXTRACTS(AA FLAMELESS 7470)  
ARSENIC IN WASTE BY AA-GF 7060)  
SELENIUM IN WASTE BY AA-G 7740)

MATRIX:WASTE ,EPA EXTRACT

LABNO SMPLNO	COMPOUND	FOUND mg/lit	EP STLC	DET.LIM. mg/lit
35690 B-4M	HG	0.0077	0.20	0.0050
	AS	ND	5	0.60
	SE	ND	1	0.60

ANALYST:PRECY ROBINSON

THIS REPORT HAS BEEN REVIEWED  
AND APPROVED FOR RELEASE.

*[Signature]*

PSY500000178





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Page 2

# LABORATORY RESULTS

Date Collected: 05/23/89  
Date Analyzed: 05/30/89

Laboratory Job No.: 892278  
Date Received: 05/24/89  
Date Reported: 05/31/89

MERCURY (AA FLAMELESS EPA 245.1)  
ARSENIC BY AA/GF(EPA 206.2)  
SELENIUM(AA/GF ASSAY EPA 270.2)

MATRIX: DRINK WATER , ACID DIGEST

LABNO SMPLNO	COMPOUND	FOUND mg/lit	EP DW LEVEL	DET.LIM. mg/lit
35693 BW-1	HG	ND	0.0020	0.00010
	AS	ND	0.050	0.0050
	SE	ND	0.01	0.0050
35694 BW-2	HG	ND	0.0020	0.00010
	AS	ND	0.050	0.0050
	SE	ND	0.01	0.0050
35695 BW-3	HG	ND	0.0020	0.00010
	AS	ND	0.050	0.0050
	SE	ND	0.01	0.0050
35696 BW-4	HG	ND	0.0020	0.00010
	AS	0.0074	0.050	0.0050
	SE	ND	0.01	0.0050

ANALYST: PRECY ROBINSON

PSY500000179



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# LABORATORY RESULTS

Date Collected: 05/23/89  
 Date Extracted: 05/29/89  
 Date Analyzed: 05/29/89

Laboratory Job No.: 892278  
 Date Received: 05/24/89  
 Date Reported: 05/31/89

## PURGEABLES IN WATER (EPA 5030/601)

COMPOUNDS:	LAB#	35693	DET.	35694	DET.	35695	DET.
	SMP#	BW-1	LIM.	BW-2	LIM.	BW-3	LIM.
PURGEABLES		UG/lit		UG/lit		UG/lit	
BROMODICHLOROMETHANE		ND	0.5	ND	0.5	ND	0.5
BROMOFORM		ND	0.5	ND	0.5	ND	0.5
BROMOMETHANE		ND	0.5	ND	0.5	ND	0.5
CARBON TETRACHLORIDE		ND	0.5	ND	0.5	ND	0.5
CHLOROETHANE		ND	0.5	ND	0.5	ND	0.5
2-CHLOROETHYL VINYL ETHER		ND	1.0	ND	1.0	ND	1.0
CHLOROFORM		ND	0.5	ND	0.5	ND	0.5
CHLOROMETHANE		ND	0.5	ND	0.5	ND	0.5
DIBROMOCHLOROMETHANE		ND	0.5	ND	0.5	ND	0.5
1,4-DICHLOROBENZENE		ND	0.5	ND	0.5	ND	0.5
1,1-DICHLOROETHANE		1.8	0.5	ND	0.5	ND	0.5
1,2-DICHLOROETHANE		1.0	0.5	ND	0.5	ND	0.5
1,1-DICHLOROETHENE		0.6	0.2	ND	0.2	ND	0.2
TRANS-1,2-DICHLOROETHENE		ND	0.5	ND	0.5	ND	0.5
1,2-DICHLOROPROPANE		ND	0.5	ND	0.5	ND	0.5
CIS-1,3-DICHLOROPROPENE		ND	0.5	ND	0.5	ND	0.5
TRANS-1,3-DICHLOROPROPENE		ND	0.5	ND	0.5	ND	0.5
METHYLENE CHLORIDE		ND	0.5	ND	0.5	ND	0.5
1,1,2,2-TETRACHLOROETHANE		ND	0.5	ND	0.5	ND	0.5
TETRACHLOROETHENE		ND	0.5	ND	0.5	0.50	0.5
1,1,1-TRICHLOROETHANE		ND	0.5	ND	0.5	ND	0.5
1,1,2-TRICHLOROETHANE		ND	0.5	ND	0.5	ND	0.5
TRICHLOROETHENE		ND	0.5	ND	0.5	0.80	0.5
TRICHLOROFLUOROMETHANE		ND	0.5	ND	0.5	ND	0.5
VINYL CHLORIDE		ND	1.0	ND	1.0	ND	1.0



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Page 4

# LABORATORY RESULTS

Laboratory Job No.: 892278

COMPOUNDS:	LAB#	35696	DET.
	SMP#	BW-4	11M.
PURGEABLES		UG/lb	
BROMODICHLOROMETHANE		ND	0.5
BROMOFORM		ND	0.5
BROMOMETHANE		ND	0.5
CARBON TETRACHLORIDE		ND	0.5
CHLOROETHANE		ND	0.5
2-CHLOROETHYL VINYL ETHER		ND	1.0
CHLOROFORM		ND	0.5
CHLOROMETHANE		ND	0.5
DIBROMOCHLOROMETHANE		ND	0.5
1,4-DICHLOROBENZENE		ND	0.5
1,1-DICHLOROETHANE		ND	0.5
1,2-DICHLOROETHANE		ND	0.5
1,1-DICHLOROETHENE		ND	0.2
TRANS-1,2-DICHLOROETHENE		ND	0.5
1,2-DICHLOROPROPANE		ND	0.5
CIS-1,3-DICHLOROPROPENE		ND	0.5
TRANS-1,3-DICHLOROPROPENE		ND	0.5
METHYLENE CHLORIDE		ND	0.5
1,1,2,2-TETRACHLOROETHANE		ND	0.5
TETRACHLOROETHENE		ND	0.5
1,1,1-TRICHLOROETHANE		ND	0.5
1,1,2-TRICHLOROETHANE		ND	0.5
TRICHLOROETHENE		ND	0.5
TRICHLOROFLUOROMETHANE		ND	0.5
VINYL CHLORIDE		ND	1.0

ANALYST: MARK VALENTINI

PSY500000181



3700 Lakeville Highway, Petaluma, CA 94952  
P.O. Box 808024, Petaluma, CA, 94978-8024  
Telephone: (707) 763-8248 FAX: (707) 763-4988

Peter Stroud  
Dames & Moore  
1220 S.W. Morrison Street  
Portland, OR 97205

Client Code: DAMP1  
Survey # 720-014-005

Page 1

# LABORATORY RESULTS

Date Collected: 05/22/89  
Date Extracted: 05/25/89  
Date Analyzed: 05/30/89

Laboratory Job No.: 892223  
Date Received: 05/23/89  
Date Reported: 05/31/89

MERCURY IN EXTRACTS(AA FLAMELES 7470),3010 ACID DIGEST  
ARSENIC IN WASTE BY AA-GF 7060),3010 ACID DIGEST  
SELENIUM IN WASTE BY AA-G 7740),3010 ACID DIGEST

MATRIX:WASTE ,EPA EXTRACT

LABNO SMPLNO	COMPOUND	FOUND mg/l±	EP STLC	DET.LIM. mg/l±
35406 B-1-M	HG	ND	0.20	0.0050
	AS	ND	5.0	0.30
	SE	ND	1	0.30
35409 B-2-M	HG	ND	0.20	0.0050
	AS	ND	5.0	0.30
	SE	ND	1	0.30
35411 SM-1	HG	ND	0.20	0.0050
	AS	ND	5.0	0.30
	SE	ND	1	0.30
35413 SM-2	HG	ND	0.20	0.0050
	AS	ND	5.0	0.30
	SE	ND	1	0.30

THIS REPORT HAS BEEN REVIEWED  
AND APPROVED FOR RELEASE.

*[Signature]*

PSY500000182



3700 Lakavilla Highway, Petaluma, CA 94952  
P.O. Box 808024, Petaluma, CA, 94975-8024  
Telephone: (707) 763-8245 FAX: (707) 763-4085

Page 2

# LABORATORY RESULTS

Laboratory Job No.: 892223

LABNO SMPLNO	COMPOUND	FOUND mg/lit	EP STLC	DET.LIM. mg/lit
35414 B-3-M	HG	ND	0.20	0.0050
	AS	ND	5.0	0.30
	SE	ND	1	0.30

ANALYST: PRECY ROBINSON

PSY500000183



3700 Lakeville Highway, Petaluma, CA 94952  
P.O. Box 809024, Petaluma, CA, 94975-6024  
Telephone: (707) 763-8245 FAX: (707) 763-4065

Peter Stroud  
Dames & Moore  
1220 S.W. Morrison Street  
Portland, OR 97205

Client Code: DAMP1  
Project/Release # 720-014-005

Page 1

## LABORATORY RESULTS

Date Collected: 05/23/89  
Date Extracted: 05/31/89  
Date Analyzed: 05/31/89

Laboratory Job No.: 892278  
Date Received: 05/24/89  
Date Reported: 05/31/89

### PURGEABLES IN SOIL (EPA 5030/8010)

COMPOUNDS:	LAB#	35692	DET.
	SMP#	B-4-20	LIM.
	dil.	20	
PURGEABLES		UG/KG	
BROMODICHLOROMETHANE		ND	10.0
BROMOFORM		ND	10.0
BROMOMETHANE		ND	10.0
CARBON TETRACHLORIDE		ND	10.0
CHLOROETHANE		ND	10.0
2-CHLOROETHYL VINYL ETHER		ND	20.0
CHLOROFORM		ND	10.0
CHLOROMETHANE		ND	10.0
DIBROMOCHLOROMETHANE		ND	10.0
1,4-DICHLOROBENZENE		ND	10.0
1,1-DICHLOROETHANE		ND	10.0
1,2-DICHLOROETHANE		ND	10.0
1,1-DICHLOROETHENE		ND	4.0
TRANS-1,2-DICHLOROETHENE		ND	10.0
1,2-DICHLOROPROPANE		ND	10.0
CIS-1,3-DICHLOROPROPENE		ND	10.0
TRANS-1,3-DICHLOROPROPENE		ND	10.0
METHYLENE CHLORIDE		ND	10.0
1,1,2,2-TETRACHLOROETHANE		ND	10.0
TETRACHLOROETHENE		ND	10.0
1,1,1-TRICHLOROETHANE		ND	10.0
1,1,2-TRICHLOROETHANE		ND	10.0

THIS REPORT HAS BEEN REVIEWED  
AND APPROVED FOR RELEASE.

PSY500000184



3700 Lakeville Highway, Petaluma, CA 94952  
P.O. Box 608024, Petaluma, CA. 94976-8024  
Telephone: (707) 763-8245 FAX: (707) 763-4058

Page 2

# LABORATORY RESULTS

Laboratory Job No.: 892278

COMPOUNDS:	LAB#	35692	DET.
	SMP#	B-4-20	LIM.
	dil.	20	
PURGEABLES		UG/KG	
TRICHLOROETHENE		ND	10.0
TRICHLOROFLUOROMETHANE		ND	10.0
VINYL CHLORIDE		ND	20.0

ANALYST: MARK VALENTINI

PSY500000185



3700 Lincolnton Highway, Petaluma, CA 94852  
P.O. Box 505024 Petaluma, CA, 94875-5024  
Telephone: (707) 763-8245 FAX: (707) 763-4086

Peter Stroud  
Dames & Moore  
1220 S.W. Morrison Street  
Portland, OR 97205

Client Code: DAMP1  
Survey # 720-014-005

Page 1

# LABORATORY RESULTS

Date Collected: 05/22/89  
Date Analyzed: 05/31/89

Laboratory Job No.: 892223  
Date Received: 05/23/89  
Date Reported: 05/31/89

TOTAL PETROLEUM HYDROCARBONS(EPA 418.1)

MATRIX:SOIL

LABNO SMPLNO	COMPOUND	FOUND mg/kg	CA TTLC	DET.LIM. mg/kg
35411 SM-1	TPH	710		6
35413 SM-2	TPH	22		6

ANALYST:JAN TOISTER

THIS REPORT HAS BEEN REVIEWED  
AND APPROVED FOR RELEASE.

PSY500000186





3700 Lakeville Highway, Petaluma, CA 94962  
P.O. Box 908024 Petaluma, CA. 94975-8024  
Telephone: (707)763-8242 FAX: (707)763-4085

Peter Stroud  
Dames & Moore  
1220 S.W. Morrison Street  
Portland, OR 97205

Client Code: DAMP1  
Survey # 720-014-005

Page 1

# L A B O R A T O R Y   R E S U L T S

Date Collected: 05/22/89  
Date Extracted: 05/25/89  
Date Analyzed: 05/26/89

Laboratory Job No.: 892223  
Date Received: 05/23/89  
Date Reported: 05/30/89

ASSAY: METAL SCAN BY ICP(EPA 6010)  
EP TOXICITY(EPA 1310)

LABNO	SMPLNO-ID	RESULTS		DET. LIM.
-----	-----	-----		-----
35406	B-1-M SOIL		EPA STLC	
	BA	ND	100	0.010 mg/lt
	CD	0.028 mg/lt	1.0	0.0050 mg/lt
	CR	ND	5.0	0.021 mg/lt
	NI	ND		0.052 mg/lt
	PB	ND	5.0	0.052 mg/lt
35409	B-2-M SOIL		EPA STLC	
	BA	ND	100	0.051 mg/lt
	CD	ND	1.0	0.0052 mg/lt
	CR	ND	5.0	0.021 mg/lt
	NI	ND		0.052 mg/lt
	PB	ND	5.0	0.052 mg/lt
35411	SM-1 SOIL		EPA STLC	
	BA	ND	100	0.048 mg/lt
	CD	0.011 mg/lt	1.0	0.0050 mg/lt
	CR	ND	5.0	0.021 mg/lt
	NI	ND		0.052 mg/lt
	PB	ND	5.0	0.052 mg/lt

THIS REPORT HAS BEEN REVIEWED  
AND APPROVED FOR RELEASE.

*[Signature]*

PSY500000187



3700 Lakeville Highway, Petaluma, CA 94952  
P.O. Box 808021, Petaluma, CA, 94978-8024  
Telephone: (707)763-8245 FAX: (707)763-4085

Page 2

# LABORATORY RESULTS

Laboratory Job No.: 892223

LABNO	SMPLNO-ID	RESULTS		DET.	LIM.
-----	-----	-----		-----	-----
35413	SM-2 SOIL		EPA STLC		
	BA	ND	100	0.010	mg/lit
	CD	ND	1.0	0.0052	mg/lit
	CR	ND	5.0	0.021	mg/lit
	NI	0.053 mg/lit		0.050	mg/lit
	PB	ND	5.0	0.052	mg/lit
35414	B-3-M SOIL		EPA STLC		
	BA	ND	100	0.010	mg/lit
	CD	0.0070 mg/lit	1.0	0.0050	mg/lit
	CR	ND	5.0	0.021	mg/lit
	NI	ND		0.052	mg/lit
	PB	ND	5.0	0.052	mg/lit

ND=Not Detected

ANALYST:NANCY S.TESCHE

PSY500000188



3700 Lakoville Highway, Petaluma, CA 94952  
P.O. Box 808024, Petaluma, CA. 94975-8024  
Telephone: (707) 783-8248 FAX: (707) 783-4066

Page 3

# LABORATORY RESULTS

Date Collected: 05/22/89  
Date Analyzed: 05/26/89

Laboratory Job No.: 892223  
Date Received: 05/23/89  
Date Reported: 05/30/89

ASSAY: METAL SCAN BY ICP (NIOSH 7300)

LABNO	SMPLNO-ID	AIR(LT)	TOTAL(MG)	MG/M3	PPM
35416	WM-1 WIPE				
	AG		0.00364		
	AS		0.0494		
	BA		1.87		
	BE		0.000779		
	CD		0.0807		
	CO		0.0438		
	CR		0.396		
	CU		8.13		
	FE	472			
	HG		<0.0010		
	MN		6.38		
	MO		0.0636		
	NI		1.36		
	PB		5.22		
	SB		0.0111		
	SE		<0.20		
	TL		0.00777		
	V		0.114		
	ZN		50.7		

PSY500000189



3700 Lakesville Highway, Petaluma, CA 94952  
P.O. Box 808024, Petaluma, CA. 94975-8024  
Telephone: (707) 763-6245 FAX: (707) 763-4062

Page 4

# LABORATORY RESULTS

Laboratory Job No.: 892223

LARNO	SMPLNO-ID	AIR(LT)	TOTAL(MG)	MG/M3	PPM
35417	WM-2 WIPE				
	AG		0.0127		
	AS		0.0763		
	BA		1.29		
	BE		0.00106		
	CD		0.0399		
	CO		0.0308		
	CR		0.213		
	CU		5.18		
	FE	137			
	HG		<0.0010		
	MN		1.71		
	MO		0.0441		
	NI		0.227		
	PB		2.32		
	SB		0.0128		
	SE		<0.040		
	TL		<0.0040		
	V		0.120		
	ZN		11.2		

ANALYST: NANCY S. TESCHE

PSY500000190



3700 Lakeville Highway, Petaluma, CA 94952  
P.O. Box 80824, Petaluma, CA. 94950-8024  
Telephone: (707) 763-8245 FAX: (707) 763-4095

Page 3

# LABORATORY RESULTS

Date Collected: 05/22/89  
Date Extracted: 05/30/89  
Date Analyzed: 05/30/89

Laboratory Job No.: 892223  
Date Received: 05/23/89  
Date Reported: 05/31/89

## PURGEABLES IN SOIL (EPA 5030/8010)

COMPOUNDS:	LAB#	35407 DET.	35408 DET.	35410 DET.
	SMP#	B-1-5 10 LIM.	B-2-10 LIM.	SV-1 LIM.
	dil.	20	20	20
PURGEABLES		UG/KG	UG/KG	UG/KG
BROMODICHLOROMETHANE		ND 10.0	ND 10.0	ND 10.0
BROMOFORM		ND 10.0	ND 10.0	ND 10.0
BROMOMETHANE		ND 10.0	ND 10.0	ND 10.0
CARBON TETRACHLORIDE		ND 10.0	ND 10.0	ND 10.0
CHLOROETHANE		ND 10.0	ND 10.0	ND 10.0
2-CHLOROETHYL VINYL ETHER		ND 20.0	ND 20.0	ND 20.0
CHLOROFORM		ND 10.0	ND 10.0	ND 10.0
CHLOROMETHANE		ND 10.0	ND 10.0	ND 10.0
DIBROMOCHLOROMETHANE		ND 10.0	ND 10.0	ND 10.0
1,4-DICHLOROBENZENE		ND 10.0	ND 10.0	ND 10.0
1,1-DICHLOROETHANE		ND 10.0	ND 10.0	ND 10.0
1,2-DICHLOROETHANE		ND 10.0	ND 10.0	ND 10.0
1,1-DICHLOROETHENE		ND 4.0	ND 4.0	ND 4.0
TRANS-1,2-DICHLOROETHENE		ND 10.0	ND 10.0	ND 10.0
1,2-DICHLOROPROPANE		ND 10.0	ND 10.0	ND 10.0
CIS-1,3-DICHLOROPROPENE		ND 10.0	ND 10.0	ND 10.0
TRANS-1,3-DICHLOROPROPENE		ND 10.0	ND 10.0	ND 10.0
METHYLENE CHLORIDE		ND 10.0	ND 10.0	ND 10.0
1,1,2,2-TETRACHLOROETHANE		ND 10.0	ND 10.0	ND 10.0
TETRACHLOROETHENE		ND 10.0	ND 10.0	ND 10.0
1,1,1-TRICHLOROETHANE		ND 10.0	ND 10.0	ND 10.0
1,1,2-TRICHLOROETHANE		ND 10.0	ND 10.0	ND 10.0
TRICHLOROETHENE		ND 10.0	ND 10.0	ND 10.0
TRICHLOROFLUOROMETHANE		ND 10.0	ND 10.0	ND 10.0
VINYL CHLORIDE		ND 20.0	ND 20.0	ND 20.0

PSY500000191



3700 Lakeville Highway, Petaluma, CA 94952  
P.O. Box 808024, Petaluma, CA 94976-8024  
Telephone: (707) 763-2245 FAX: (707) 763-4066

Page 4

# LABORATORY RESULTS

Laboratory Job No.: 892223

COMPOUNDS:	LAB#	35412	DET.	35415	DET.
	SMP#	SV-2	LIM.	B-3-7	LIM.
	dil.	20		20	
PURGEABLES		UG/KG		UG/KG	
BROMODICHLOROMETHANE		ND 10.0		ND 10.0	
BROMOFORM		ND 10.0		ND 10.0	
BROMOMETHANE		ND 10.0		ND 10.0	
CARBON TETRACHLORIDE		ND 10.0		ND 10.0	
CHLOROETHANE		ND 10.0		ND 10.0	
2-CHLOROETHYL VINYL ETHER		ND 20.0		ND 20.0	
CHLOROFORM		ND 10.0		ND 10.0	
CHLOROMETHANE		ND 10.0		ND 10.0	
DIBROMOCHLOROMETHANE		ND 10.0		ND 10.0	
1,4-DICHLOROBENZENE		ND 10.0		ND 10.0	
1,1-DICHLOROETHANE		ND 10.0		ND 10.0	
1,2-DICHLOROETHANE		ND 10.0		ND 10.0	
1,1-DICHLOROETHENE		ND 4.0		ND 4.0	
TRANS-1,2-DICHLOROETHENE		ND 10.0		ND 10.0	
1,2-DICHLOROPROPANE		ND 10.0		ND 10.0	
CIS-1,3-DICHLOROPROPENE		ND 10.0		ND 10.0	
TRANS-1,3-DICHLOROPROPENE		ND 10.0		ND 10.0	
METHYLENE CHLORIDE		ND 10.0		ND 10.0	
1,1,2,2-TETRACHLOROETHANE		ND 10.0		ND 10.0	
TETRACHLOROETHENE		ND 10.0		ND 10.0	
1,1,1-TRICHLOROETHANE		ND 10.0		ND 10.0	
1,1,2-TRICHLOROETHANE		ND 10.0		ND 10.0	
TRICHLOROETHENE		ND 10.0		ND 10.0	
TRICHLOROFLUOROMETHANE		ND 10.0		ND 10.0	
VINYL CHLORIDE		ND 20.0		ND 20.0	

ANALYST: MARK VALENTINI

PSY500000192

APPROVAL OF WATERFRONT LAND LEASE TO LOCKHEED SHIPBUILDING LEASE - SIIP

The Lockheed shipbuilding Company of Seattle, Washington requests to lease approximately 15 acres of waterfront land on Swan Island.

The leasehold would run for approximately two years at a rate of 17% of \$65,000 per acre net annually.

~~at 35%~~ 120,000/acre  
10200/yr.  
153000  
3,060,000-

15M-X  
x2

11050/yr.  
165,750/yr.  
= 331500

Lockheed would excavate a barge berth in the face of Swan Island, float in the barge and flood it to ground. This is the only loading system British Petroleum, the prime contractor, will approve.

16 modules will be constructed on the site and loaded for shipment to Alaska June 14th of 1976. Total tonnage scheduled is 5,030.

RESOLVED, That approval is given to lease approximately 15 acres of SIIP waterfront to Lockheed Shipbuilding and Construction Company for an approximate term of two years at the rate of 17% of \$65,000 per acre net annually.

BE IT FURTHER RESOLVED, That the president and assistant secretary are authorized to execute said agreement in a form approved by counsel.

MARPOL ANNEX V

PORT POLICIES AND PROCEDURES:

1. POLICIES
2. PROCEDURES
3. COPY OF PORT'S COMPLIANCE AGREEMENT FOR AUTOCLAVE



## **AUTOCLAVE TREATMENT PLANT**

### **Process:**

1. A ship wishing to dispose of ship-generated garbage contracts directly with a truck hauler to bring the waste into the Portland Ship Repair Yard (Yard). The truck hauler must be certified by Animal and Plant Health Inspection Service (APHIS) to haul ship-generated garbage and must apply for and be granted a Port "Permit and Right of Entry" prior to entry into the Yard. The permit is valid through December 31 regardless of when it was issued. All renewals will occur in December, effective January 1.
2. Port works directly with the hauler. Hauler completes "Request for Autoclave Treatment Plant Services" form each time the facility is used and has the vessel agent or representative sign the form to verify the information.
3. The garbage must be contained in covered 55-gallon drums.
4. Hauler may bring the equivalent of one cycle (up to four 55-gallon drums) of garbage into the yard at a time. The Port will not store unsterilized garbage.
5. Hauler will be responsible for placing drums in autoclave and for opening lids. A Port representative will operate the autoclave.
6. Hauler must pick up sterilized garbage within 24 hours of processing by the Port. A Port representative will call the hauler to set a mutually agreeable time for pick-up.

## **USE OF AUTOCLAVE TREATMENT FACILITY BY OUTSIDE GENERATORS OF MARINE WASTE**

### **Policy**

- The Autoclave Treatment Facility will maintain a current Certificate of Adequacy from the Animal and Plant Health Inspection Service (APHIS) and the U. S. Coast Guard.
- Haulers must apply for and be granted a right-of-entry permit prior to entry into the Portland Ship Repair Yard. Right-of-entry permits will be renewed on an annual basis.
- The hauler must be certified by APHIS.
- \$200 plus labor per cycle will be charged for disposal of all marine waste. Up to four 55-gallon drums of garbage totalling not more than 2,000 pounds can be sterilized in one cycle.
- If the generator wishes to dispose of medical wastes or hazardous wastes as defined in 40 CFR 261.3, the Port will provide a list of persons authorized by federal, state, or local law or regulation to transport and treat such wastes.

**COMPANIES HOLDING CURRENT RIGHT OF ENTRY PERMITS FOR THE  
PORT'S BALLAST WATER TREATMENT PLANT  
JANUARY 8, 1993**

Allstate Industrial and Marine Cleaning, Inc.  
5555 N. Channel Ave., Bldg, 80  
Portland, OR 97217  
Permit Number: B004-93

Foss Environmental Services, Inc.  
5420 N. Lagoon  
Portland, OR 97217  
Permit Number: B001-93

Pacific Coast Environmental, Inc.  
6211 N. Ensign St.  
Portland, OR 97217  
Permit Number: B005-93

Spencer Environmental Services, Inc.  
914 Molalla Ave., Suite 204  
Oregon City, OR 97045  
Permit Number: B002-93

Lockwood Industries, Inc.  
PO Box 1064  
Camas, WA 98607  
Permit Number: B003-93

West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal, WA 98671  
Permit Number B006-93

Riedel Environmental Services, Inc.  
PO Box 03906  
Portland, OR 97203  
**(Will be issued upon receipt of Coast Guard Certificate of Adequacy)**

Please make sure all companies use current permit numbers.

(All permits expire December 31, 1993)



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

January 2, 1991

TO: USNS PORT OF PORTLAND BALLAST WATER TREATMENT PLANT  
RE: NEW PSRY PRICE SCHEDULE

Effective December 1, 1991, the Port of Portland adopted a new price schedule for the use of services and facilities at the Portland Ship Repair Yard.

The new price schedule includes adjustments to the fees for use of the Ballast Water Treatment Plant. The price information relating to the Ballast Water Treatment Plant can be found in Section 4 on pages 12 and 13.

If you have any questions, please call Neil Muller, Maintenance Superintendent at 231-5452.

Emily Erzen  
Contracts Administration Manager

/dh

Enclosure



Port of Portland offices located in Portland, Oregon, U.S.A. Also in Hong Kong, Seoul, Taipei, Tokyo.

PSY500000198

Dec 28

Port of Portland

To: Users of Ballast Water Treatment Plant

Re: New BRY Price Schedule

Effective December 1, 1991 the Port of Portland ~~implement~~ ~~also~~ adopted a new price schedule for the use of services and facilities at the Portland.

The new Price Schedule includes adjustments to the fees for use of the Ballast Water Treatment Plant. - The price information relating to the BRY Ballast Water Treatment Plant can be found in Section 4 on pages 12 and 13.

If you have any questions, ~~it may be~~

please call Neil Muller, Maintenance Superintendent at 231-5452

Emily Erzen

Contracts Administration Manager

Enclosure

GENERATORS:

Knappton Corp  
Attn. Chris Haley ✓  
PO Box 10324  
Portland, OR 97201

Tidewater Barge Lines ✓  
Attn Purchasing Dept  
6 SE Beach Dr.  
Vancouver, WA 98661

Shaver Transportation ✓  
c/o Bob Kimes  
PO Box 3869  
Portland, OR 97208

Western Transportation ✓  
3710 NW Front Ave.  
Portland, OR 97201

Port of Astoria  
1 Port Way ✓  
Astoria, Or 97103

Sundial  
5605 NE Sundial Rd ✓  
Troutdale, OR 97060



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

December 6, 1990

Don Spencer  
President  
Spencer Environmental  
914 Nolalla Avenue, Suite 204  
Oregon City, OR 97045

Subj: Renewal of Ballast Water Treatment Plant Right of Entry Permits

Dear Don:

On December 31, 1990, your Right of Entry Permit which allows you to bring non-ship repair marine wastewater to the Port's Ballast Water Treatment Plant will expire.

If you would like to renew this permit, please sign and return the enclosed forms.

If you have any questions, please call me at 231-5486.

Sincerely,

Emily Erzen  
Contracts Administration Manager  
Portland Ship Repair Yard

Encl.

cc: Neil Muller  
Judy Greer



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000201



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

December 6, 1990

Richard George  
Vice President and Manager  
Lockwood Industries  
P.O. Box 1064  
Camas, WA 98607

Subj: Renewal of Ballast Water Treatment Plant Right of Entry Permits

Dear Don:

On December 31, 1990, your Right of Entry Permit which allows you to bring non-ship repair marine wastewater to the Port's Ballast Water Treatment Plant will expire.

If you would like to renew this permit, please sign and return the enclosed forms and provide evidence of insurance coverage as required in Section G on the back side of the form. Your permit will not be renewed without proof of insurance.

If you have any questions about this process, please call me at 231-5486.

Sincerely,

Emily Erzen  
Contracts Administration Manager  
Portland Ship Repair Yard

Encl.

cc: Neil Muller  
Judy Greer



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000202





# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

December 6, 1990

John Sommes  
Pacific Coast Environmental  
5555 N. Channel Ave., Bldg. 4 Annex  
Portland, OR 97217

Subj: Renewal of Ballast Water Treatment Plant Right of Entry Permits

Dear John:

On December 31, 1990, your Right of Entry Permit which allows you to bring non-ship repair marine wastewater to the Port's Ballast Water Treatment Plant will expire.

If you would like to renew this permit, please sign and return the enclosed forms and provide evidence of insurance coverage as required in Section G on the back side of the form. Your permit will not be renewed without proof of insurance.

If you have any questions about this process, please call me at 231-5486.

Sincerely,

Emily Erzen  
Contracts Administration Manager  
Portland Ship Repair Yard

Encl.

cc: Neil Muller  
Judy Greer



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000203

LIST OF HAULERS AND GENERATORS WHO WERE NOTIFIED OF NEW PROCEDURES  
FOR RECEIPT OF NON SHIP REPAIR MARINE WASTE WATER AT THE BALLAST  
WATER TREATMENT PLANT.

HAULERS:

John Somes  
Pacific Coast Environmental  
5555 N. Channel Ave., Bldg. 80  
Portland, OR 97217  
(permit granted)

Don Spencer  
Spencer Environmental Services  
15770 S. Beaver Glen Dr.  
Oregon City, OR 97045  
(permit granted)

Darrell Winegar  
ChemPro  
(Crosby and Overton)  
5420 N. Lagoon Ave.  
Portland, OR 97217  
~~-(Use Agreement through 10/89, permit granted 11/89)-e~~

Richard George  
Vice President and Manager  
Lockwood Industries Inc  
PO Box 1064  
Washougal, WA 98607  
phone (206) 835-2125  
(permit granted)

Rick Arrasmith  
Northwest Field Services

(holds Use Agreement)



Port of Portland

**PERMIT AND RIGHT-OF-ENTRY**

No. R004-91

Date Issued: \_\_\_\_\_

CHEMPRO

5420 N. Lagoon

Portland, OR 97217

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described premises in accordance with the terms and conditions set forth below and printed on the reverse side of this document.

Premises and Permitted Use: Truck transfer of ship generated garbage to PSRY Autoclave  
Treatment Facility for sterilization. Permit also allows truck transfer of  
marine waste water to Ballast Water Treatment Plant.

Term of Permit: The effective date of this Permit and Right-of-Entry shall be from January 1, 1991,  
to December 31, 1991.

Special Insurance Requirements: See Attachment "A".

Compensation to be Paid by Permittee: (\$0)

Both parties agree to be bound by the terms and conditions of this Permit and Right-of-Entry.

**PERMITTEE**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PORT OF PORTLAND**

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

This form has been approved as to Legal Sufficiency by the Port's Legal Counsel. Any Special Insurance required by this Permit and Right-of-Entry shall be determined by the Port's Risk Management Division. All terms and conditions printed on the reverse side of this document are incorporated by reference herein and shall apply to this Permit and Right of Entry.

## ATTACHMENT "A"

### Hazardous Substances Indemnity

The Permittee shall indemnify, defend and hold harmless the Port from and against all claims, losses, damages, costs, response costs and expenses, liabilities, and other expenses caused by, arising out of or in connection with, the activities of Permittee which result in the generation, release, handling storage, discharge, transportation, deposit or disposal in, on, or under the Premises on and after the commencement date of this Permit of the following (collectively referred to as "Hazardous Substances"): hazardous materials, hazardous substances, toxic wastes, toxic substances, pollutants, petroleum products, underground tanks, oils, materials, or contaminants, as those terms are defined by federal, state, and/or local law or regulation, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERLA) (42 U.S.C. Section 9601, et. seq.); the Toxic Substances Control Act (15 U.S.C. Section 2601, et. seq.); the Clean Water Act (33 U.S.C. Section 1251, et. seq.); the Clean Air Act (42 U.S.C. Section 7401 et. seq.); and in ORS chapters 453 and 466, as the same may be amended from time to time, and in conformance with rules and regulations promulgated thereunder. Such damages, costs, liabilities, and expenses shall include such as are claimed by any regulating and/or administering agency. This indemnity shall include (a) claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief; (b) the costs, expenses or losses to the Port resulting from any injunctive relief, including preliminary or temporary injunctive relief; (c) the expenses, including fees of attorneys' and experts, of reporting the existence of Hazardous Substances to any agency of the State of Oregon or of the United States as required by applicable laws and regulations; (d) any and all expenses or obligations, including attorney's and paralegal fees, incurred at, before and after any trial or appeal therefrom, whether or not taxable as costs, including, without limitation, attorney's fees, paralegal fees, witness fees (expert and otherwise), depositions costs, photocopying and telephone charges and other expenses related to the foregoing, all of which shall be paid by the Permittee to the Port when such expenses are accrued. This indemnity shall survive the expiration or earlier termination of the term of the Permit and be fully enforceable by the Port thereafter for a period of one year from the date of termination or expiration.

LIST OF HAULERS WHO HAVE BEEN AUTHORIZED BY THE PORT TO TRUCK NONSHIP  
REPAIR MARINE WASTE WATER TO THE BALLAST WATER TREATMENT PLANT.

HAULERS:

John Somes  
Pacific Coast Environmental  
5555 N. Channel Ave., Bldg. 80  
Portland, OR 97217  
Phone 283-6747

Don Spencer  
Spencer Environmental Services  
15770 S. Beaver Glen Dr.  
Oregon City, OR 97045  
Phone 655-0896

Darrell Winegar  
ChemPro  
(formerly Crosby and Overton)  
5420 N. Lagoon Ave.  
Portland, OR 97217  
Phone 283-1150

Richard George  
Vice President and Manager  
Lockwood Industries Inc  
PO Box 1064  
Washougal, WA 98607  
Phone (206) 835-2125

Rick Arrasmith  
Northwest Field Services  
11910 NW St. Helens Rd  
Portland, OR 97231  
Phone 286-9831

October 18, 1989



Port of Portland

**PERMIT AND RIGHT-OF-ENTRY**

No. B-01-91

Date Issued: 12-27-90

Pacific Coast Environmental, Inc.

5555 N. Channel Ave., Bldg. 4 Annex

Portland, OR 97217

EPA ID# ORD-987166352

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described premises in accordance with the terms and conditions set forth below and printed on the reverse side of this document.

Premises and Permitted Use: Truck transfer of marine generated oily waste water or slops  
to PSRY Ballast Water Treatment Facility for permanent disposal. Marine waste water  
generated outside PSRY must be pre-approved through special application to the Port  
by the company generating the waste water.

Term of Permit: The effective date of this Permit and Right-of-Entry shall be from January 1, 1991,  
to December 31, 1991.

Special Insurance Requirements: See Attachment "A".

Compensation to be Paid by Permittee: (\$0)

Both parties agree to be bound by the terms and conditions of this Permit and Right-of-Entry.

**PERMITTEE**

Signature: Theodore Kleinman

Typed Name: THEODORE KLEINMAN

Title: TREASURER

Date: 12/12/90

**PORT OF PORTLAND**

Authorized By: James Dorrance

Title: Facility Manager

This form has been approved as to Legal Sufficiency by the Port's Legal Counsel. Any Special Insurance required by this Permit and Right-of-Entry shall be determined by the Port's Risk Management Division. All terms and conditions printed on the reverse side of this document are incorporated by reference herein and shall apply to this Permit and Right of Entry.

PSY500000208

**A. Premises**

Permittee shall use the Premises solely for the business or purposes set forth in this Permit and Right-of-Entry.

**B. Basic Payment**

Permittee shall pay the Port all fees and charges in accordance with the provisions set forth herein.

**C. Place of Payments**

Payment shall be to Port at the Port of Portland, P.O. Box 3529, Portland, Oregon 97208, or such other place as Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) per annum. The interest rate of eighteen percent (18%) on overdue accounts is subject to periodic adjustment to reflect the Port's then current interest rate charged on overdue accounts.

**D. Port's Right to Terminate**

Notwithstanding any provision contained herein, the Port or its authorized representative may terminate this Permit and Right-of-Entry verbally or in writing, at its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity**

Permittee is an independent contractor and agrees to fully indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or property, caused by the fault or negligence in whole or in part of the Permittee, its agents, contractors, or employees in the use or occupancy of the Premises.

**F. No Benefit to Third Parties**

The Port and Permittee are the only parties to this Permit and Right-of-Entry and as such are the only parties entitled to enforce its terms. Nothing in this Permit and Right-of-Entry gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance**

In addition to any special insurance requirements, Permittee shall maintain comprehensive general and automobile liability insurance for the protection of Permittee and the Port, its directors, officers, servants, and employees, and insuring Permittee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit and Right-of-Entry caused by Permittee's use of the Premises with insurance of not less than one million and No./100 Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. Such insurance shall name the Port, its commissioners, officers, and employees as additional named insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Contractor is a qualified self-insured employer a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit and Right-of-Entry.

Permittee shall furnish to the Port a certificate as attached evidencing the date, amount and type of insurance that has been procured pursuant to this Permit and Right-of-Entry. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised, nonrenewed, or cancelled.

**H. Assignment of Interest of Rights**

Permittee shall not in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**I. Attorney Fees**

If suit or action is instituted in connection with any controversy arising out of this Permit and Right-of-Entry, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**J. Warranties/Guarantees**

The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**K. Compliance with Law**

Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, FAA regulations, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements.

**L. Notices**

All notices required under this Agreement shall be sent to the address set forth in this Permit and Right-of-Entry.

## ATTACHMENT "A"

### Hazardous Substances Indemnity

The Permittee shall indemnify, defend and hold harmless the Port from and against all claims, losses, damages, costs, response costs and expenses, liabilities, and other expenses caused by, arising out of or in connection with, the activities of Permittee which result in the generation, release, handling storage, discharge, transportation, deposit or disposal in, on, or under the Premises on and after the commencement date of this Permit of the following (collectively referred to as "Hazardous Substances"): hazardous materials, hazardous substances, toxic wastes, toxic substances, pollutants, petroleum products, underground tanks, oils, materials, or contaminants, as those terms are defined by federal, state, and/or local law or regulation, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. Section 9601, et. seq.); the Toxic Substances Control Act (15 U.S.C. Section 2601, et. seq.); the Clean Water Act (33 U.S.C. Section 1251, et. seq.); the Clean Air Act (42 U.S.C. Section 7401 et. seq.); and in ORS chapters 453 and 466, as the same may be amended from time to time, and in conformance with rules and regulations promulgated thereunder. Such damages, costs, liabilities, and expenses shall include such as are claimed by any regulating and/or administering agency. This indemnity shall include (a) claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief; (b) the costs, expenses or losses to the Port resulting from any injunctive relief, including preliminary or temporary injunctive relief; (c) the expenses, including fees of attorneys' and experts, of reporting the existence of Hazardous Substances to any agency of the State of Oregon or of the United States as required by applicable laws and regulations; (d) any and all expenses or obligations, including attorney's and paralegal fees, incurred at, before and after any trial or appeal therefrom, whether or not taxable as costs, including, without limitation, attorney's fees, paralegal fees, witness fees (expert and otherwise), depositions costs, photocopying and telephone charges and other expenses related to the foregoing, all of which shall be paid by the Permittee to the Port when such expenses are accrued. This indemnity shall survive the expiration or earlier termination of the term of the Permit and be fully enforceable by the Port thereafter for a period of one year from the date of termination or expiration.





Port of Portland

PERMIT AND RIGHT-OF-ENTRY

No. B003-91

Date Issued: 12-20-90

Spencer Environmental Services, Inc.

914 Molalla Ave., Suite 204

Oregon City, OR 97045

EPS ID # ORD980836415

15770 S. Beaver Glen Dr.

Oregon City, OR 97045

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described premises in accordance with the terms and conditions set forth below and printed on the reverse side of this document.

Premises and Permitted Use: Truck transfer of marine generated oily waste water or slops  
to PSRY Ballast Water Treatment Facility for permanent disposal. Marine waste water  
generated outside PSRY must be pre-approved through special application to the Port  
by the company generating the waste water.

Term of Permit: The effective date of this Permit and Right-of-Entry shall be from January 1, 19 91,  
to December 31, 19 91.

Special Insurance Requirements: See Attachment "A".

Compensation to be Paid by Permittee: (\$0)

Both parties agree to be bound by the terms and conditions of this Permit and Right-of-Entry.

PERMITTEE

Signature: 

Typed Name: Donald M. Spencer

Title: President

Date: 12-10-90

PORT OF PORTLAND

Authorized By: 

Title: Facility Manager

This form has been approved as to Legal Sufficiency by the Port's Legal Counsel. Any Special Insurance required by this Permit and Right-of-Entry shall be determined by the Port's Risk Management Division. All terms and conditions printed on the reverse side of this document are incorporated by reference herein and shall apply to this Permit and Right of Entry.

**A. Premises**

Permittee shall use the Premises solely for the business or purposes set forth in this Permit and Right-of-Entry.

**B. Basic Payment**

Permittee shall pay the Port all fees and charges in accordance with the provisions set forth herein.

**C. Place of Payments**

Payment shall be to Port at the Port of Portland, P.O. Box 3529, Portland, Oregon 97208, or such other place as Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) per annum. The interest rate of eighteen percent (18%) on overdue accounts is subject to periodic adjustment to reflect the Port's then current interest rate charged on overdue accounts.

**D. Port's Right to Terminate**

Notwithstanding any provision contained herein, the Port or its authorized representative may terminate this Permit and Right-of-Entry verbally or in writing, at its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity**

Permittee is an independent contractor and agrees to fully indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or property, caused by the fault or negligence in whole or in part of the Permittee, its agents, contractors, or employees in the use or occupancy of the Premises.

**F. No Benefit to Third Parties**

The Port and Permittee are the only parties to this Permit and Right-of-Entry and as such are the only parties entitled to enforce its terms. Nothing in this Permit and Right-of-Entry gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance**

In addition to any special insurance requirements, Permittee shall maintain comprehensive general and automobile liability insurance for the protection of Permittee and the Port, its directors, officers, servants, and employees, and insuring Permittee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit and Right-of-Entry caused by Permittee's use of the Premises with insurance of not less than one million and No./100 Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. Such insurance shall name the Port, its commissioners, officers, and employees as additional named insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Contractor is a qualified self-insured employer a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit and Right-of-Entry.

Permittee shall furnish to the Port a certificate as attached evidencing the date, amount and type of insurance that has been procured pursuant to this Permit and Right-of-Entry. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised, nonrenewed, or cancelled.

**H. Assignment of Interest of Rights**

Permittee shall not in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**I. Attorney Fees**

If suit or action is instituted in connection with any controversy arising out of this Permit and Right-of-Entry, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**J. Warranties/Guarantees**

The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**K. Compliance with Law**

Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, FAA regulations, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements.

**L. Notices**

All notices required under this Agreement shall be sent to the address set forth in this Permit and Right-of-Entry.

ATTACHMENT "A"

**Hazardous Substances Indemnity**

The Permittee shall indemnify, defend and hold harmless the Port from and against all claims, losses, damages, costs, response costs and expenses, liabilities, and other expenses caused by, arising out of or in connection with, the activities of Permittee which result in the generation, release, handling storage, discharge, transportation, deposit or disposal in, on, or under the Premises on and after the commencement date of this Permit of the following (collectively referred to as "Hazardous Substances"): hazardous materials, hazardous substances, toxic wastes, toxic substances, pollutants, petroleum products, underground tanks, oils, materials, or contaminants, as those terms are defined by federal, state, and/or local law or regulation, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. Section 9601, et. seq.); the Toxic Substances Control Act (15 U.S.C. Section 2601, et. seq.); the Clean Water Act (33 U.S.C. Section 1251, et. seq.); the Clean Air Act (42 U.S.C. Section 7401 et. seq.); and in ORS chapters 453 and 466, as the same may be amended from time to time, and in conformance with rules and regulations promulgated thereunder. Such damages, costs, liabilities, and expenses shall include such as are claimed by any regulating and/or administering agency. This indemnity shall include (a) claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief; (b) the costs, expenses or losses to the Port resulting from any injunctive relief, including preliminary or temporary injunctive relief; (c) the expenses, including fees of attorneys' and experts, of reporting the existence of Hazardous Substances to any agency of the State of Oregon or of the United States as required by applicable laws and regulations; (d) any and all expenses or obligations, including attorney's and paralegal fees, incurred at, before and after any trial or appeal therefrom, whether or not taxable as costs, including, without limitation, attorney's fees, paralegal fees, witness fees (expert and otherwise), depositions costs, photocopying and telephone charges and other expenses related to the foregoing, all of which shall be paid by the Permittee to the Port when such expenses are accrued. This indemnity shall survive the expiration or earlier termination of the term of the Permit and be fully enforceable by the Port thereafter for a period of one year from the date of termination or expiration.



Port of Portland

**PERMIT AND RIGHT-OF-ENTRY**

No. B002-91

Date Issued: 12/13/90

Lockwood Industries, Inc.

P.O. Box 1064

Camas, WA 98607

EPA ID# 981773781

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described premises in accordance with the terms and conditions set forth below and printed on the reverse side of this document.

**Premises and Permitted Use:** Truck transfer of marine generated oily waste water or slops to PSRY Ballast Water Treatment Facility for permanent disposal. Marine waste water generated outside PSRY must be pre-approved through special application to the Port by the company generating the waste water.

**Term of Permit:** The effective date of this Permit and Right-of-Entry shall be from January 1, 19 91, to December 31, 19 91.

**Special Insurance Requirements:** See Attachment "A".

**Compensation to be Paid by Permittee:** (\$0)

Both parties agree to be bound by the terms and conditions of this Permit and Right-of-Entry.

**PERMITTEE**

Signature: Richard M. George

Typed Name: RICHARD M. GEORGE

Title: GENERAL MANAGER

Date: December 10, 1990

**PORT OF PORTLAND**

Authorized By: James Dorrance

Title: Facility Manager

This form has been approved as to Legal Sufficiency by the Port's Legal Counsel. Any Special Insurance required by this Permit and Right-of-Entry shall be determined by the Port's Risk Management Division. All terms and conditions printed on the reverse side of this document are incorporated by reference herein and shall apply to this Permit and Right of Entry.

PSY500000214

**A. Premises**

Permittee shall use the Premises solely for the business or purposes set forth in this Permit and Right-of-Entry.

**B. Basic Payment**

Permittee shall pay the Port all fees and charges in accordance with the provisions set forth herein.

**C. Place of Payments**

Payment shall be to Port at the Port of Portland, P.O. Box 3529, Portland, Oregon 97208, or such other place as Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) per annum. The interest rate of eighteen percent (18%) on overdue accounts is subject to periodic adjustment to reflect the Port's then current interest rate charged on overdue accounts.

**D. Port's Right to Terminate**

Notwithstanding any provision contained herein, the Port or its authorized representative may terminate this Permit and Right-of-Entry verbally or in writing, at its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity**

Permittee is an independent contractor and agrees to fully indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or property, caused by the fault or negligence in whole or in part of the Permittee, its agents, contractors, or employees in the use or occupancy of the Premises.

**F. No Benefit to Third Parties**

The Port and Permittee are the only parties to this Permit and Right-of-Entry and as such are the only parties entitled to enforce its terms. Nothing in this Permit and Right-of-Entry gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

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Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Contractor is a qualified self-insured employer a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit and Right-of-Entry.

Permittee shall furnish to the Port a certificate as attached evidencing the date, amount and type of insurance that has been procured pursuant to this Permit and Right-of-Entry. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised, nonrenewed, or cancelled.

**H. Assignment of Interest of Rights**

Permittee shall not in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**I. Attorney Fees**

If suit or action is instituted in connection with any controversy arising out of this Permit and Right-of-Entry, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**J. Warranties/Guarantees**

The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**K. Compliance with Law**

Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, FAA regulations, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements.

**L. Notices**

All notices required under this Agreement shall be sent to the address set forth in this Permit and Right-of-Entry.

## ATTACHMENT "A"

### Hazardous Substances Indemnity

The Permittee shall indemnify, defend and hold harmless the Port from and against all claims, losses, damages, costs, response costs and expenses, liabilities, and other expenses caused by, arising out of or in connection with, the activities of Permittee which result in the generation, release, handling storage, discharge, transportation, deposit or disposal in, on, or under the Premises on and after the commencement date of this Permit of the following (collectively referred to as "Hazardous Substances"): hazardous materials, hazardous substances, toxic wastes, toxic substances, pollutants, petroleum products, underground tanks, oils, materials, or contaminants, as those terms are defined by federal, state, and/or local law or regulation, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. Section 9601, et. seq.); the Toxic Substances Control Act (15 U.S.C. Section 2601, et. seq.); the Clean Water Act (33 U.S.C. Section 1251, et. seq.); the Clean Air Act (42 U.S.C. Section 7401 et. seq.); and in ORS chapters 453 and 466, as the same may be amended from time to time, and in conformance with rules and regulations promulgated thereunder. Such damages, costs, liabilities, and expenses shall include such as are claimed by any regulating and/or administering agency. This indemnity shall include (a) claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief; (b) the costs, expenses or losses to the Port resulting from any injunctive relief, including preliminary or temporary injunctive relief; (c) the expenses, including fees of attorneys' and experts, of reporting the existence of Hazardous Substances to any agency of the State of Oregon or of the United States as required by applicable laws and regulations; (d) any and all expenses or obligations, including attorney's and paralegal fees, incurred at, before and after any trial or appeal therefrom, whether or not taxable as costs, including, without limitation, attorney's fees, paralegal fees, witness fees (expert and otherwise), depositions costs, photocopying and telephone charges and other expenses related to the foregoing, all of which shall be paid by the Permittee to the Port when such expenses are accrued. This indemnity shall survive the expiration or earlier termination of the term of the Permit and be fully enforceable by the Port thereafter for a period of one year from the date of termination or expiration.



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

March 7, 1990

Darrell Winegar  
Plant Manager  
CHEMPRO  
5420 N. Lagoon Ave.  
Portland, OR 97217

Dear Darrell:

## PORTLAND SHIP REPAIR YARD USE AGREEMENT - NOTICE OF TERMINATION

Crosby and Overton was signatory to a Port of Portland Ship Repair Yard Use Agreement dated July 14, 1982. The Use agreement was not included in the lease assignment between Crosby and Overton and Chempro and is not necessary to allow Chempro continued use of specific Port facilities and services. Therefore, the Port intends to terminate Crosby and Overton's Portland Ship Repair Yard Use Agreement as of April 1, 1990.

The Port has issued a Right of Entry permit to Chempro to allow continued use of the Ballast Water Treatment Plant and the Autoclave. The permit is valid through December 31, 1990 and is renewable on an annual basis upon application by Chempro.

If you have any questions, please contact Emily Erzen of my staff at 231-5486.

Sincerely,

M. R. Young  
General Manager  
Portland Ship Repair Yard

Enclosure



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000217



APPROVAL TO ENTER INTO LEASE AGREEMENT WITH  
AMSCO REFRIGERATION - PORTLAND SHIP REPAIR YARD

---

Date: January 10, 1990

Presented by: Emily Erzen  
Senior Research Associate

FACTUAL BACKGROUND AND ANALYSIS

This agenda item requests permission to terminate an existing lease with AMSCO Refrigeration (AMSCO) and to enter into a new five-year lease for the same space plus an additional 1,324 square feet of office space in Building 43.

AMSCO is currently leasing the downstairs portion of Building 43 (5,460 square feet) under a five-year lease which expires March 31, 1991. Due to an expansion of their business, AMSCO has asked to lease an additional 1,324 square feet of upstairs office space in the same building. This space had been vacant for over two years and required \$22,500 of improvements. These improvements will be amortized over the term of the lease.

The terms of the new lease are as follows:

o Term: Five years commencing February 1, 1990.

o Rent: \$2,412.06 per month based on the following rental rates:

Downstairs office space:	680 sf @ \$0.60/sf	= \$ 408.00
Downstairs shop space:	4,780 sf @ \$0.25/sf	= 1,195.00
Upstairs office space:	1,324 sf @ \$0.25/sf	= 331.00
Improvements:	\$22,500 over 5 years @ 10%	= 478.06
		<u>\$2,412.06</u>

Rent is net to the Port of taxes, utilities, insurance, and interior maintenance, except for maintenance of HVAC system.

o Rent Adjustment: Rent is subject to adjustment every three years based on fair market rental for the premises. In no event shall the rent be less than the previously adjusted rent.

No real estate brokerage commission is payable on this transaction.



APPROVAL TO ENTER INTO LEASE AGREEMENT WITH  
AMSCO REFRIGERATION - PORTLAND SHIP REPAIR YARD  
January 10, 1990  
Page 2

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to terminate the existing lease between AMSCO Refrigeration and the Port of Portland and enter into a new lease for five years commencing February 1, 1990, for \$2,412.06 per month net of taxes, utilities, insurance, and interior maintenance, except for maintenance of HVAC system; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

2704H  
01H068

## AGENDA ITEM ANALYSIS

APPROVAL TO ENTER INTO LEASE AGREEMENT WITH AMSCO REFRIGERATION -  
PORTLAND SHIP REPAIR YARD

### ISSUES

AMSCO has been leasing the downstairs space in Building 43 since 1985. Due to an expansion of their business, they have asked to lease the remaining upstairs office space in the same building. This space has been vacant for over 2 years and was unrentable as is. The space has been remodeled, brought up to code, and an HVAC system has been installed. Improvement costs of \$22,500 will be amortized over the five year lease period.

AMSCO's current lease expires March 31, 1991. For ease in administration, a new five year lease has been negotiated for the entire Building. The present lease will be terminated upon commencement of the new lease on February 1, 1990.

The monthly rental rate for the existing space has been reduced as AMSCO has agreed to take over maintenance of the HVAC system.

### FINANCIAL ANALYSIS

The following financial analysis considers the impact to the Port as a result of the additional space to be included under AMSCO's new lease.

Under the new lease:

REVENUES: The Port will earn an additional <sup>\$694.62</sup>~~\$615.99~~ per month or <sup>\$8335.44</sup>~~\$7391.88~~ per year for five years. The rental is based upon the amortization costs plus a portion of the base rental rate.

EXPENSES: No increase in operating expenses.

CAPITAL COST: The capital cost is \$22,000<sup>500</sup>.

NPV CASH FLOW @ 10% is \$ <sup>9,097.88</sup>~~6,021.04~~

PAYBACK PERIOD <sup>38 months</sup>~~43 months~~

AMSCO REFRIGERATION  
BACKGROUND INFORMATION

AMSCO Refrigeration installs and services refrigeration, air conditioning, and heating systems. AMSCO works as subcontractor to the prime ship repair contractors at PSRY and also provides services to other ship yard tenants. Approximately 80% of AMSCO's business is conducted inside the yard. AMSCO employs nine people and has been a tenant at PSRY since 1985.

PSY LEASES AS OF 1/20/95

TENANT	PREMISES	RENT	TERM	ASSIGNABLE	TERMINATION PROVISIONS	NOTES
Amsco Refrigeration Contract No. 90-128	Bldg 43 office & shop Shop 4780 sf Dwnstairs office 680 sf Upstairs office 1324 sf Utilities  Total	\$2,352.08  \$100.00  \$2,452.08	2/1/1990- 1/31/1995	Yes	Term. by Port or Lessee Duties on Termination Title to Improvements Fixtures Holding Over Environmental Audit	Amsco will be holding over month to month upon expiration of lease term
Cascade General Contract No. 91-126	Yard space Across from Bldg 4 Bays 3/4 -28,800 sf Across from Bldg 4 Bays 6/7 - 15,000 sf Sand Hopper nr Bldg 73 - 3,000 sf Near B314 lunchroom - 11,250 sf Storage area for paint - 5,855 sf  Total	\$1,728.00 \$900.00 \$180.00 \$675.00 \$351.30  \$3,834.30	Month to Month	Yes	Term. by Port or Lessee Duties on Termination Title to Improvements Fixtures Environmental Audit	
Cascade General Contract No. 91-024	First Aid Trailer Utilities (flat rate)  Total	\$464.00 \$150.00  \$614.00	Month to Month	Yes	Term. by Port or Lessee Duties on Termination Title to Improvements Fixtures Environmental Audit	
Cascade General Contract No. 90-220	Bldg 73, Bay 2 Shop Shop Land  Total	\$2,760.31 \$541.50  \$3,301.81	Terminates 7/31/1995 plus 2 options of 5 yrs each	Yes	Term. by Port or Lessee Title to Improvements Fixtures Holding Over Environmental Audit	
Cascade General Contract No. 93-124	Bldg 73, Bay 1 Shop Shop Land  Total	\$2,760.31 \$541.50  \$3,301.81	Terminates 6/14/2001 plus 2 options of 3 yrs each	Yes	Term. by Port or Lessee Title to Improvements Fixtures Holding Over Environmental Audit	
Cascade General Contract No. 91-124	Bldg 50, Bay 3 3,000 sf shop space Utilities  Total	\$750.00 \$200.00  \$950.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Cascade General Contract No. 91-002	Bldg 4, Bay 6 25,000 sf shop space Utilities  Total	\$5,750.00 \$150.00  \$5,900.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	

PSY LEASES AS OF 1/20/95

TENANT	PREMISES	RENT	TERM	ASSIGNABLE	TERMINATION PROVISIONS	NOTES
Cascade General Contract No. 89-141	Bldg 71 office and yard space 14,823 sf office space 30,946 sf yard space Utilities  Total	\$8,893.80 \$1,856.76 \$2,223.45  \$12,974.01	Terminates 6/30/1999	Yes	Term. by Port or Lessee Title to Improvements Fixtures Holding Over	
Cascade General Contract No. 89-142	Bldg 63: 1,172 sf shop space 11,495 sf crane shop Utilities  Bldg 63A: 1,132 sf shop space 4,658 sf shed Utilities  Bldg 9: 260 sf office 3,000 sf office Utilities 3,260 sf 2,815 sf shop space 7,595 sf crane shop Utilities 10,410 sf  Bldg 4 Bay 9: 25,000 sf Water/Sewer Compressed Air  Total	\$293.00 \$3,448.50 \$633.35  \$283.00 \$558.96 \$289.50  \$104.00 \$1,650.00 \$326.00 \$703.75 \$2,278.50 \$520.50  \$5,750.00 \$137.50 \$385.00  \$17,361.56	Terminates 6/30/1999	Yes	Term. by Port or Lessee Title to Improvements Fixtures Holding Over Environmental Audit	
Cascade General Contract No. 91-125	Bldg 4 Bay 7: 25,000 sf shop space Water/Sewer Compressed Air  Bldg 4 Bay 8: 25,600 sf shop space Water/Sewer Compressed Air  Bldg 4 Bay 10: 24,300 sf shop space Water/Sewer Compressed Air  Bldg 4 Bay 11: 28,780 sf shop space Water/Sewer Compressed Air  Total	\$5,500.00 \$150.00 \$385.00  \$5,888.00 \$150.00 \$385.00  \$5,589.00 \$150.00 \$385.00  \$6,619.40 \$150.00 \$385.00  \$25,736.40	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	

PSY LEASES AS OF 1/20/95

TENANT	PREMISES	RENT	TERM	ASSIGNABLE	TERMINATION PROVISIONS	NOTES
Certified Asbestos Abaters Contract No. 94-139	Bldg 4 Annex  503 sf office space Utilities 503 sf 4 parking spaces  Bldg 10 bays 1598 sf Utilities Bay Door  Total	  \$276.65 \$75.45 \$48.00  \$399.50 \$25.00 \$100.00  \$924.60	Month to Month	N/A	N/A	Lease terminated for default effective 1/13/95
Cavi-Tech, Inc. Contract No. 92-083	Bldg 10 office Suite C  Yard Space 180 sf Utilities 2 parking spaces  Total	  \$111.60 \$144.00 \$36.00 \$24.00  \$315.60	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Foss Environmental Contract No. 79-073 (AKA Chemical Processors, Inc./Crosby & Overton, Inc.)	Bldg 70 office, shop & 2.225 acres  Total	\$8,208.52  \$8,208.52	1/06/2002 with two options of 3 yrs. each	Yes	General termination provision	
Diamond K., Inc. Contract No. 90-202	Bldg 80 office 540 sf office 6,000 sf yard space 1 parking space Utilities  Total	 \$297.00 \$360.00 \$12.00 \$81.00  \$750.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Farr West Marine, Inc. Contract No. 85-133	Bldg 10 office 580 sf office space Utilities  Total	 \$261.00 \$87.00  \$348.00	Month to Month	Yes	General Surrender Provision	
Fraser Boiler & Diesel Contract No. 93-096	Bldg 10 shop 4,800 sf Utilities  Total	 \$1,200.00 \$400.00  \$1,600.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	

PSY LEASES AS OF 1/20/95

TENANT	PREMISES	RENT	TERM	ASSIGNABLE	TERMINATION PROVISIONS	NOTES
HAZMAT Solutions, Inc. Contract No. 94-058	Bldg 10 Upstairs office 440 sf office 1 parking space Utilities Total	\$286.00 \$12.00 \$66.00 \$364.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
In-Mar Sales, Inc. Contract No. 91-086	Storage area for paint 5,500 sf Total	\$330.00 \$330.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Jiggs' Floors, Inc. Contract No. 82-075	Bldg 10 office 484 sf Utilities Total	\$193.60 \$48.40 \$242.00	Month to Month	Yes	Title to Improvements Title to Personal Property	
Lips Propellers Contract No. 87-058	Yard space for Bldg 64 5,000 sf Garbage Total	\$300.00 \$15.00 \$315.00	Month to Month	Yes	General Termination Provision Fixtures	
Mar Com Inc. Contract No. 94-039	Bldg 4 Annex office 420 sf office space Utilities 420 sf 1 parking space Total	\$231.00 \$63.00 \$12.00 \$306.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Marine Vacuum Service Contract No. 93-127	Bldg 4 Annex office 1,020 sf office space Utilities 1,020 sf 4 parking spaces Paved yard area Total	\$433.50 \$102.00 \$48.00 \$131.22 \$714.72	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Marine Propulsion Services Contract No. 90-239	Yard space for blast shed 1,500 sf Total	\$90.00 \$90.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	

PSY500000226



## PSY500000227

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PSY LEASES AS OF 1/20/95

TENANT	PREMISES	RENT	TERM	ASSIGNABLE	TERMINATION PROVISIONS	NOTES
Portland Shipyards Training Contract No. 93-104	Bldg 10 Training Center Utilities Total	\$1,000.00 \$1,000.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Thermal Services, Inc. Contract No. 94-027	Bldg 4 Annex office 640 sf Utilities 640 sf 4 parking spaces Total	\$320.00 \$64.00 \$48.00 \$432.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Walashek Industries, Inc. Contract No. 91-031	Bldg 10 Shop 3 1,680 sf Utilities 1,680 sf Total	\$420.00 \$168.00 \$588.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
W & O Supply, Inc. Contract No. 93-148	Bldg 72 Bay 1 shop 5,000 sf Utilities 3 parking spaces Total	\$1,500.00 \$150.00 \$36.00 \$1,686.00	Month to Month	Yes	Term. by Port or Lessee Title to Improvements Fixtures Environmental Audit	
Cascade General New Lease	Bldg 72 office, shop, parking Bays 2, 3, 4, 5: 33,600 sf Bay 6 warehouse: 2,200 sf Bay 6 store, shop: 3,800 sf Office: 5,000 sf Yard space: 12,500 sf 48 parking spaces Water/Sewer Electricity to office Water service to trailer Total	\$8,400.00 \$550.00 \$1,140.00 \$3,000.00 \$750.00 \$576.00 \$500.00 \$750.00 \$25.00 \$15,691.00				This is space vacated by WSI-new lease is in process
Cascade General New Lease	Bldg 4, Bay 2 shop: 25,000 sf Compressed Air Water/Sewer Total	\$5,750.00 \$385.00 \$137.50 \$6,272.50				This is space vacated by WSI-new lease is in process

PSY500000228

PSY LEASES AS OF 1/20/95

TENANT	PREMISES	RENT	TERM	ASSIGNABLE	TERMINATION PROVISIONS	NOTES
Cascade General New Lease	Yard space next to Bldg 73 21,300 sf	\$1,278.00				This is space vacated by WSI-new lease is in process
	Total	\$1,278.00				
	Yard space rental Boneyard 44,512 sf	\$2,670.72				
Wellons, Inc.	Total	\$2,670.72				This is space vacated by WSI - new lease is in process
	Bay 1, Bldg 4 12,500 sf	\$2,875.00				
	Total	\$2,875.00				
	TOTAL OF ALL RENTS:	\$129,420.99				



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

November 4, 1994

Michael Chamberlain, Appraiser  
Multnomah County Assessor's Office  
610 SW Alder, 4th Floor  
Portland, OR 97205

Re: Lease Copies: West State, Inc. and Zarcon Corporation

Dear Mike:

Enclosed per your request are copies of the following Portland Ship Yard leases. Please note that my determination regarding the tax account number associated with each lease may not be correct.

## West State, Inc.

### Port Agreement

<u>Number</u>	<u>Premises</u>	<u>Tax Account No.</u>
Leases terminating November 1, 1994 -		
87-010	Bldg. 72, Bay 4	R-94117-1340
87-036	Bldg. 72, Bays 2 & 3	R-94117-1340
89-143	Bldg. 72, Bay 5, Partial Bay 6	R-94117-1340
90-181	Yard Area	R-94117-1345
90-241	Bldg. 4, Bay 2	R-94117-0420
91-135	Bldg. 72, Partial Bay 6, Co. Store	R-94117-1340
92-081	Yard Area S. of Bldg. 73	R-94117-1345

### Prior Leases showing delinquent real property taxes -

91-043	(R.E.H.), Bldg. 10	R-94117-1370
91-066	Bldg. 10	R-94117-0762
92-082	Bldg. 4, Bay 1	R-94117-0410
92-102	(Western Boiler), Bldg. 4	R-94117-0282

### On-going Permit and Right-of-Entry -

Permit	N. Dolphin/N. Channel	R-94120-1240
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Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000230

Mike Chamberlain  
November 4, 1994  
Page 2

**Zarcon Corporation**

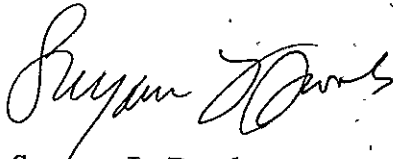
86-142  
86-143

Yard Area  
Building 10

R-94117-1344  
R-94117-0763

If there is any further information or documentation you require, please contact me at 240-3012.

Sincerely,



Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

/slb

Enclosures

c: Cory Streisinger  
George P. McShea

PSY500000231



APPROVAL TO ENTER INTO FACILITY AGREEMENT -  
CASCADE GENERAL, INC. - PORTLAND SHIP REPAIR YARD

---

Date: September 12, 1990

Presented by: M. E. Young, General Manager  
Portland Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

This agenda item requests approval to enter into a Portland Ship Repair Yard (PSRY) facility agreement with Cascade General, Inc. (Cascade), one of the three prime ship repair contractors, for the use of PSRY facilities and services. Since their inception three years ago, Cascade has grown steadily and now the work they perform at the yard results in employment for approximately 500 and Port revenues of more than \$5.5 million. This represents about 30 percent of total PSRY revenues.

In July of 1982, the Port Commission approved the establishment of a shipyard use agreement that structured the relationship between the prime ship repair contractors and the Port. All prime ship repair contractors operating at PSRY are subject to this agreement. When the use agreement expired June 30, 1990, an extension agreement was executed to allow the contractors to continue operations in the yard on a month-to-month basis while negotiations continued for a new facility agreement.

The fee schedule for the facility agreement will be established in the price schedule charges which will be reviewed with the Commission at a later meeting prior to being issued by the Executive Director. The price schedule will include the specific charges for use of PSRY services and facilities and the facility fee which is assessed against contractor billings.

The proposed facility agreement includes the following features:

- o Term: From October 1 or November 1, 1990, at the Port's election, until June 30, 1993, unless either party elects to terminate after one year.
- o Contractors Panel: Establishes an advisory panel of prime ship repair contractors to allow for review of PSRY policies, budgets, price changes, and the rules and regulations for operations at PSRY. The Port pledges to give good faith consideration to contractors' view.

APPROVAL TO ENTER INTO FACILITY AGREEMENT -  
CASCADE GENERAL, INC. - PORTLAND SHIP REPAIR YARD  
September 12, 1990  
Page 2

- o Contractor Cooperation: Cascade agrees to cooperate with other contractors in its use of PSRY. The specific requirements will be reflected in requests for use of PSRY facilities.
- o Port's Obligations:
  - Maintenance of the yard.
  - Maintain first aid and security services or Cascade will pay its pro rata share of expense.
  - The Port will have the right to inspect contractors' activities to determine compliance with terms and conditions of agreement (ship access--safety/hazard waste).
- o Fees and Charges:
  - The Port's price schedule charges (formerly tariff) will be published establishing the prices for Port equipment and services. Charges will be billed weekly with payment due within 30 days.
  - A facility fee (formerly use fee) based on a percentage of Cascade's gross billings will be included in the price schedule. The facility fee will be billed monthly with payment due within 30 days.
  - A service fee based on the Port's cost of providing first aid and security services. Fee will be based on the total cost divided by the number of prime ship repair contractors operating at PSRY plus the Port.
- o Audit Rights: Port has the right to audit at any time upon reasonable notice.
- o Financial Information: Cascade shall submit balance sheet information quarterly and shall also submit an annual audited financial statement.
- o Letter of Credit/Security: Port may require a letter of credit, in accordance with the current Port credit policy. The requirement and amount of any security may be adjusted periodically.
- o Indemnity and Insurance: The agreement's environmental indemnity language has been strengthened. Cascade is required to carry an insurance policy in the amount of \$10 million for commercial general liability, ship repairer's legal liability, and sudden and accidental pollution.

- o Default: In the event Cascade defaults, the Port may elect the following remedies:
  - Termination of the agreement.
  - Increase the amount of the letter of credit.
  - Change the term of agreement to month to month.
  - Shorten the payment periods for facility fee and price schedule charges.
  - Suspend PSRY services.
  - Recover monetary damages as a result of the breach.
- o Disputes: The parties will arbitrate any dispute.
- o Favored Nations: Favored Nations now limited to a provision whereby the Port will not allow other prime ship repair contractors to utilize the yard at fees and charges less than those paid by current contractors.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Portland Ship Repair Yard facility agreement with Cascade General, Inc., and

BE IT FURTHER RESOLVED, That the Executive Director or Deputy Executive Director execute the necessary documents on behalf of the Port of Portland Commission in a manner approved by counsel.

2884H  
01H046





# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

November 3, 1994

*SL 2 CWW 1*  
*1-4 L*

Arlen Voshell, Controller  
MAR COM Inc.  
P.O. Box 1029  
Vancouver, WA 98666

Dear Mr. Voshell:

As per your request, enclosed are the shipyard's Environmental Best Management Practices meeting minutes for the last year. Also, enclosed is a copy of the Port's NPDES permit which specifies guidelines for compliance.

To clarify the conditions of the Port's NPDES permit, it applies only to discharges to the river from the Ballast Water Treatment Plant. It does not apply to discharges that may be generated from ship repair or other operations. A company contemplating water discharges to the river would need to assess their responsibility under requirements of the Clean Water Act and respond accordingly.

In regards to your question on infractions and who is liable; the responsible party may be liable for any criminal and civil penalties issued by regulatory agencies for non compliance.

If you have any questions or require additional information, please feel free to call me at (503) 240-3060.

Sincerely,

Fletcher Hunt  
Manager, Environmental Affairs  
Portland Ship Yard

cc: George McShea



2800  
#483  
NORVAC SERVICES, INC.  
Marine/Industrial Cleaning & Related Services  
5555 N. Channel, Bldg. 10, Portland, OR 97217 (503) 283-4533  
Corporate Office: P.O. Box 3235, Redmond, WA 98073 (206) 882-3611

August 15, 1989

Fletcher Hunt  
Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

Dear Mr. Hunt:

I am responding to a letter you wrote to Steve Dunkin on July 31, 1989 (copy enclosed for your reference), and he subsequently forwarded to me, regarding equipment and material which Norvac Services, Inc. has stored in the Portland Ship Repair Yard.

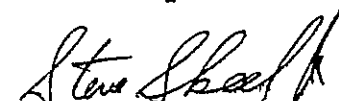
It is apparent from your letter that a misunderstanding has occurred which I hope to clear up with this writing. We engaged Mr. Dunkin, in conjunction with the bank repossessing our equipment, to help with the removal of the equipment. Due to your past dealings with Mr. Dunkin you apparently have come to the conclusion that he is the owner of these items. This is not true.

As you may know, Norvac has suffered severe financial difficulties and is currently in the process of financial restructuring. To date, we have been unable to pay Mr. Dunkin for services rendered in connection with his help in removing the material and equipment from your yard. Consequently, the job has not yet been completed.

Norvac Services, Inc. is certainly interested in cleaning up the leased space; however, the financial condition of the company hampers this effort. We are sincerely interested in resolving this matter as quickly as possible, so please deal with me directly as Mr. Dunkin will not be performing any more services for us until such time as we can find the funds to pay him.

Thank you for your patience.

Sincerely,

  
Steve Skeel, Jr.  
President

SS:kr

Enclosure

PSY500000236



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

July 31, 1989

Steve Dunkin  
Dunkin and Bush  
12301 N.E. 70th  
Redmond, Washington 98052

It has been several months since we first discussed your plan for cleaning and removal of equipment and product inventory, some of which may be hazardous waste, located at the Portland Ship Repair Yard. Numerous phone calls have been made and you assured me your company was working to alleviate this condition.

We have allowed you the time to work this process into your schedule. No response has been made on your part in at least two months. The space your material occupies is space that the Port could be leasing to someone else.

Due to the lack of response, you are hereby given notice that you have till August 31, 1989 to remove from the Portland Ship Repair Yard all hazardous waste, orphan drums, tanks, vehicles, and any other material or equipment that was stored on space rented and occupied by Norvac. We also expect the areas in Building 10 to be thoroughly cleaned to the condition of the facilities at the commencement of the lease.

If this material is not removed from the ship yard by the above date, the Port will consider bringing any action aimed at retrieving lost revenue, consider contracting out to a company who will remove all material and clean the area and the costs will be passed on to you.

I can be reached at 231-5527.

Fletcher Hunt, Administrative Superintendent  
Portland Ship Repair Yard

cc: Jeff Twine  
Dean Phillips



Port of Portland offices located in Portland, Oregon, Salem, Astoria, and Vancouver, British Columbia, Canada. Also, offices in Hong Kong, Seoul, Sydney, Taipei, and Tokyo.

PSY500000237



# Port of Portland

Box 3529 Portland, Oregon 97208

503/231-5000

TWX: 910-464-5105

December 19, 1988

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

NORVAC Services  
P.O. Box 3235  
Redmond, Washington 98073

RE: PORTLAND SHIP REPAIR YARD LEASE; PORT LEASE NO. 87-073  
NOTICE OF DEFAULT AND TERMINATION

ATT: Steve Skeel

This is to advise Norvac Services that, pursuant to Oregon Law, its lease with the Port of Portland as referenced above has terminated since it is more than ten (10) days delinquent in the payment of rent. The Port has previously provided you with notice that it has seized the personal property pursuant to the Port's landlord's lien.

Furthermore, due to the delinquent status of the rent, the Port has also taken possession of the real property as of December 9, 1988 without releasing Norvac from liability for rent. The act of taking possession puts Norvac on notice that the rental obligation will terminate as of January 8, 1989. As of December 13, 1988 Norvac owed the Port \$15,567.01. Demand is hereby made for said sum not later than 15 days after the date of this letter. In the event such sum is not paid within 15 days from the date of this letter the Port reserves its rights to exercise any and all legal remedies against Norvac to collect all rents owing or to become owing through January 8, 1989.

Dean M. Phillips  
Assistant General Counsel

cc: Judy Greer  
Fletcher Hunt



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C.,  
Hong Kong, Seoul, Sydney, Taipei, Tokyo

PSY500000238

NAME Crosby and Overton  
ADDRESS Building #64  
Swan Island Ship Repair Yard  
Portland, Oregon 97217

REVIEW DATE December, 1980  
REASON Termination  
AGREEMENT NUMBER 75-41  
CUSTOMER NUMBER \_\_\_\_\_

TYPE OF DOCUMENT License - Land Use

LOCATION Swan Island

ARTICLE, SECTION  
AND/OR PARAGRAPH

Paragraph III

EFFECTIVE DATE March 28, 1975 TERMINATION DATE Oct. 10, 1977

RENEWAL OPTIONS \_\_\_\_\_

TAXES PAID BY \_\_\_\_\_

Paragraph I

UTILITIES PAID BY Lessee

AMOUNT & TYPE OF INSURANCE REQUIRED \_\_\_\_\_

POLICY EXPIRATION DATE \_\_\_\_\_

USE OF PREMISES Premises to be used to erect and operate a  
temporary sandblasting shed

CONSTRUCTION OR IMPROVEMENTS CONTEMPLATED Sandblasting shed,  
50' x 100" to be located between buildings 4 and 63

**CANCELLED**

PSY500000239

PAYMENT SCHEDULE

AMOUNT OF PAYMENT

METHOD OF COMPUTATION

PAYMENT/BILLING INFORMATION

BASIS FOR PAYMENT/BILLING - Standard \_\_\_\_\_ Tenant Report \_\_\_\_\_ Other \_\_\_\_\_ (See Comments)

OPERATING NOTIFICATION RECEIVED \_\_\_\_\_

PAYMENT/BILLING DATE \_\_\_\_\_ FIRST PAYMENT/BILLING DUE \_\_\_\_\_

ITEM NUMBER	DESCRIPTION	PAYMENT/BILLING INFORMATION	ACCOUNT NUMBER

ESCALATION OF RENT \_\_\_\_\_

Paragraphs 1 and 2

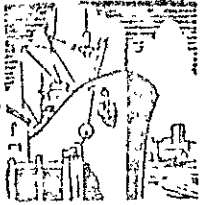
MISCELLANEOUS ITEMS Crosby and Overton to pay all costs of  
operation, installation, maintenance and removal

COMMENTS \_\_\_\_\_

PSY500000240

AMMENDMENTS

AMMENDMENT NUMBER	DATE	PROVISIONS



# PAC-MAR SERVICES, INC.

BUILDING 9 SWAN ISLAND  
PORTLAND, OREGON 97217  
289-5749 - 289-5860 - 285-6985

3406 -- 13 AVE S. W  
SEATTLE, WASHINGTON  
MA 2-3400

1020



19 July 1972

Port of Portland,  
PO Box 3529,  
Portland, Oregon. 97208

Gentlemen:

We are pleased to announce that Pacific Marine Services, Inc., has changed it's corporate title to PAC-MAR SERVICES, INC., as of July 1, 1972.

Both of the above named corporations were operating at the same address, namely: Bldg. 9, Swan Island, Portland, Oregon, 97217.

This is the only change; the address remains the same.

We look forward to providing you with the same fine service as always, and anticipate your future orders.

Yours very truly,

PAC-MAR SERVICES, INC.

GCK/sh

By

*Guy C. Kennedy*  
Guy C. Kennedy  
President

Commission	Action	Info
Executive Director		
Accounting		
Legal		X
Public Relations		
Shipping		
Warehousing		
Insurance		
Marine		
Marketing		
P. SWEENEY	X	
No of Copies		2

COMPLETE BOILER, TANK CLEANING AND SANDBLASTING FACILITIES  
SHIP AND INDUSTRIAL CHEMICAL CLEANING • TWENTY-FOUR HOUR SERVICE

PSY500000242





SURVEY NO.

G.H. OCCUPANCY AND HAZARDS OF OCCUPANCY

OCCUPANCY & HAZARDS OF OCCUPANCY CHARGES

St. No.	Floor	Haz. of Occ. Item No.	Description	Conts. Grade	Secondary Occy.		Basic Occy. Charge	Susc. Chge.
					20%	40%		
		1	Building Service: conduit Lighting					
		2	Heating: elec. over 3000 watts					
			Enclosure					
			Fuel					
9	Bay 5		GRAIN WAREHOUSE	C-3		5		30
5935-53	Bay 1		WAR SURPLUS 2nd hand elec. motors & cable Electro Mechanical Co. Bay 1 a/c minor shop, elec. motor repair & occas. spray painting of industrial paint in bldg (charged as Class D a/c near frame walls) 2-200 KVA & 1x5 KVA Trans. former 15' North 2 PT's	C-3			75	75
							25	
							2	
Bay 2			SPORTING GOODS STORE THOMPSON'S Metal Fab - Metal worker Electric & Acetylene welding no generator Occasional Spray Painting with Red lead finish, in open, 20 x 5	C-2		5	2	50
						15		30
						10	104	
Bay 2			Pettibone Equipment Storage (33x66) Gasoline Power units (Machinery storage)	C-2		5		30
5931			Caffall Bro. OFFICE	C-2				
5.129001			A/c Const. Basic Occy. as D class - secondary occy. charged as B class. B class charges for All Hazards			0	14	0.0
						35	14	
							116	

M. CONTENTS:

Gross Schedule Rate Contents Fact.  
Contents Base= 3132 2.263 2.448 X .7 = 1.584 1.483 1.492

OCCUPANCY (Identify if Special Prot. Credits Applicable)	Susc. Chge.	Gross Cont. Rate	Protective Credits Applicable to Occupancy	Schedule Conts. Rate	Published
General Contents	50	1.912 (2.084) - 25% = 1.434 (1.95)	(1.483)	BR	2.26 1.59
	75	2.334 (2.284)	(1.675)		2.00 1.67
	30	(1.884) 1.703	(1.445)	BR	2.26 1.59
			(1.338)		

Remarks—(Year Built.....; Remodeled.....)

Rated as D class with the following special modification for structural chgs. & unusual construction

Area: charged as B class

Height: D class % enclosing bays

Average Class. as for B class

See summary sheet for occy. treatment

Surveyor	Date	Reason Declined or Changed
JGP	3/20/59	ADT Credit Given
WNC	10-12-59	Rechecked - Trans. Chgd. - Exp. rate corr. 4% ADT. Class D A/c. Ch. given

PLASTER BOARD PARTITION INSTALLED SEPARATING GRAIN OCCY - CRUST PROOF BUT CANNOT BE CONSIDERED FIRE WALL

construction

Roof: comp on 1 1/2" x 7" T & G on 6x12 purlin 5 1/2' o.c.

open const arch truss of 3' x 12"

Truss on unprot. steel beams on unprot steel supports

Walls: N & S wall wood veneer panels & glass. with wood sash windows

E & W walls corrugated metal on wood frame

Height: 68ft to lower cord of arch truss

Floor: Concrete & Asphalt

Folder: Street, Block, Miscellaneous, Outside City, Special,  
City or Location: Portland

Map: Sheet

Block 7661-2

Survey No. 57

Date Rated: 1-8-47

Surveyor: FMS

No. Swan Island

St. Ave.

Name of Risk or Ownership: Acetylene Bldg.

St. Ave. and

Corner

Special M. S. S. Section

### F. CHARGES FOR STRUCTURAL DEFICIENCIES

1. Area: Floor: 1st 2nd 3rd Grnd. flr. 32x62 1984 sq. ft. Effective 1984 BASE 100  
Frac. 1 Cont. Grade Excess 0  
2. Height: 1 stories and 0 basements none sq. ft. ft. to eaves  
3. Masonry Wall Thickness:

Walls	B or N B	Ind. Pty.	Parapet (Inches)	Material	Pilasters Piers	Thickness (Each Story) (Inches)	Deficiency (Inches)	Charge	Total
Front	B	I	none	Rein-Conc	none	8			
Rear	B	I	"	"	"	8			
Right	I	"	"	"	"	8			
Left	I	"	"	"	"	8			

4. Inferior Wall Materials: none

Walls	Materials and Construction	Class	%	% for Chgs.	@	Chgs.
Front						
Rear						
Right						
Left						

5. Unprotected Metal, Location and Description: none

6. Roof, Shingle, Metal, Composition: surfacing on conc. slab

7. Roof Space or Attic: none Chgs. Vertical Openings Chgs.

8. Skylights and Ventilators: none

9. Floors: CONC. Non-standard: Basmt.

10. Floor Openings:

TYPE:	Elevators	Stairways	Total	Mod. or Max.	Net
Floors Elevated	Encl. Doors, Wind's Chgs.	Encl. Doors, Wind's Chgs.	Encl. Doors, Wind's Chgs.		
Yards over shafts					

11. Combustible Interior Finish: frame catwalk, 6x50 (15%)

12. Combustible Exterior Attachments: none

13. Chimneys and Stacks: none

14. Fire Department Standpipe: none

### G. H. CHARGES FOR OCCUPANCY AND HAZARDS OF OCCUPANCY (See Over)

#### I. STRUCTURAL CREDITS:

Item No.	Description	Credit %	Credit Points	Points Minus Structural Credits
<u>1-2</u>	<u>a/c steam heat from outside source</u>	<u>5</u>	<u>7</u>	<u>136</u>
<u>1-6</u>	<u>Incomb. grade floor, no bant</u>	<u>5</u>	<u>7</u>	<u>129</u>

Intermediate Total No. 1

J. EXPOSURES AND COMMUNICATIONS (See Over): none chargeable

K. RATING GRADE OF CITY OR LOCATION: 3

L. CONVERSION OF POINTS TO RATE:

Gross Schedule Rate = Total Sched. Points  $\times$  36 Factor 2 Gross Unprotected Rate 467 382  $\times$  .64 297 344

Total Schedule Points

#### N. PROTECTIVE CREDITS:

Item No.	Description	Credit %	Credit to Minus	Rate Minus Protective Credits

### EXPOSURE RATE AND GRADE (For Exp. to Other Bldgs.)

Int. Total No. 2	XZ Ext. Prot. Fact.	Loss Prot. Cr. Exp. Rate	Exp. Grade

Published:

Class A #1

Bldg. Rate

297 344

Effective

1-1-47 1-1-52

Surveyor

FMS

Bldg. O.R.

Conts. O.R.

Conts. M. S.

1 OCCUPANCY & HAZARDS  
2 OF OCCUPANCY CHARGE

## EXPOSURES AND COMMUNICATIONS

[illegible]

## M. CONTENTS:

Gross Schedule Rate (from L)

## Contents Fact.

## Contents Base

297

244

8

237

Surveyor	Date	Reason Declined or Changed
----------	------	----------------------------

Remarks--(Year Built. . . . . ; Remodeled. . . . .)



Folder: Street, Block, Miscellaneous, Outside City, Special.  
City or Location Portland  
Date Rated 10-7-59 Surveyor WRC  
Name of Risk or Ownership Port of Portland  
Building Name or No. Old Pipe Shop

Map: Sheet 599D Block 7661 Survey No. #10  
No. N. Lagoon St. St. Ave. N  
Bet. St. Ave. and St. Ave.  
Corner St. Ave.  
Special M. S. S. Section

F.	CHARGES FOR STRUCTURAL DEFICIENCIES 12,800 sq. ft 2-sty	BASE-	100
1.	Area: Ground Floor <u>irregular</u> $\times$ <u>82240</u> sq. ft. Effective <u>88640</u>		
	Effective area of fire division		
	Contents Grade <u>C-3</u> Excess <u>83640</u> sq. ft. @ <u>.5</u>		<u>42</u>
2.	Height: <u>1(182)</u> stories and <u>no</u> basement = <u>24 to 33</u> sq. ft. to eaves		<u>5</u>
6.	Roof, Shingle, Metal, Composition, surfacing on		
13.	Chimneys and Stacks <u>Van packer chimneys</u>		

G.-H.	CHARGES FOR OCCUPANCY AND HAZARDS OF OCCUPANCY (See Over)		<u>304</u>
	Intermediate Total No. 1		<u>451</u>

I. STRUCTURAL CREDITS:

Item No.	Description	Credit %	Credit Points	Points Minus Structural Credits
2.	No heating devices			
3.	Partial masonry walls			
4.	Brick ven. sheathed metal clad or asbestos clad, skeleton metal or asbestos, cement stucco, crib construction			
5.	Deficient incombustible construction			
6.	Floor <u>CONC</u> ; Basement	<u>10</u>	<u>45</u>	
	Foundations: <u>CONC</u>			

J. EXPOSURES AND COMMUNICATIONS

Intermediate Total No. 2 406

Direction	Survey No.	Height	Class	Distance Feet	Openings in Exposure	Communications	Additional Details
<u>South</u>	<u>4</u>	<u>1+4</u>	<u>D</u>	<u>68</u>	<u>fr</u>	<u>to fr</u>	<u>Assembly Bldg</u>

Direction	Exp. Grade	Exposure Rate	Col. in Table	Master Exp. Chgs	Mod. for Grade Factor	Mod. Chgs	Modification for Conditions of Exposure				Final Factor	Final Charge
<u>South</u>	<u>Ab</u>	<u>1.40</u>	<u>5</u>	<u>8</u>	<u>+1/2</u>	<u>12</u>	<u>8</u>	<u>U</u>	<u>100</u>		<u>100</u>	<u>12</u>

TOTAL EXPOSURE CHARGES 12

K. RATING GRADE OF CITY OR LOCATION = 418 Total Schedule Points

L. CONVERSION OF POINTS TO RATE: CONST. & OCCY. FACTOR 2 Gross Unprotected Rate 6.27 EXT. PROT. FACT. .460  
Gross Schedule Rate = Total Sched. Points  $\times$  1.5 = 2.884

J.7. SPECIAL FRAME EXPOSURES. See J. above for details.

N. PROTECTIVE CREDITS:

Item No.	Description	Credit %	Credit to Mills	Rate Minus Protective Credits
1.	Automatic sprinklers			
2.	Inside standpipe & hose			
3.	Fire alarm			
4.	Watchman service			
5.	First aid appliances			

Schedule Building Rate 2.884

EXPOSURE RATE AND GRADE (For Exp. to Other Bldgs.)			
Int. Total No. 2	$\times$ Ext. Prot. Fact.	Less Prot. Cr. = Exp. Rate	Exp. Grade
<u>406</u>	<u>1.5 x .46</u>	<u>2.80</u>	<u>Ab</u>

Published Page: V4P95A Class D Footnote  
Bldg. Rate 2.88  
Effective 9-1-59  
Surveyor WRC  
Bldg. O. R. 2.83 Conts. O. R. 2.83 Bldg. Code 685

**SURVEY NO.**

## G. H. OCCUPANCY AND HAZARDS OF OCCUPANCY

### OCCUPANCY & HAZARDS OF OCCUPANCY CHARGES

[illegible]

## M. CONTENTS:

**Gross Schedule Rate**

## Contents Fact.

**Contents Base=**

2.884

X

7

2.019

[illegible]

Remarks—(Year Built.....; Remodeled.....)

	Surveyor	Date	Reason Declined or Changed
1	WRC	10-29-59	Bldg resurveyed occy brought
2			up to date F.182 corrected. Exp. corr
3			
4			
5			
6			
7			
8			

五

## OREGON INSURANCE RATING BUREAU

SU-24 5-8-56 5C

PSY500000249

**OREGON INSURANCE RATING BUREAU--PORTLAND, OREGON**

Form SU 31 8-8-56 5M



## G-H. OCCUPANCY AND HAZARDS OF OCCUPANCY

## M. CONTENTS:

[illegible]

Remarks—(Year Built.....; Remodeled.....)

PSY500000251



# G-H. OCCUPANCY AND HAZARDS OF OCCUPANCY

Bldg. No.	Floor	Item No.	Description	Conts. Grade	OCCUPANCY & HAZARDS OF OCCUPANCY CHARGES			
					Secondary Occy.		Basic Occy. Charge	Susc. Chge.
		1.	Building Service: Conduit					
		2.	Lighting					
			Heating					
			Enclosure					
			Fuel none					
			REPAIR SHOP Yard, Maintenance (Mach. & Carpenter)					
			Compressor Room					
			Deck electrical control panel					
			Machine Shop	C-2			25	30
			*Woodworking (Minor Shop Grp II)				15	
			No blower equip. No chge					
			Gas Stge					
			8 cylinder Oxygen (No chge) 1900 cu.ft.					
			8 cylinder Acetylene 2400 cu.ft.				10	
			Transformers 20'					
			2 banks of 3-667 KVA oil filled				3	
			1 bank of 3-500 KVA					
			* 3 HP Band Saw					
			5 HP sticker					
			10 HP Table Planer					
			5 HP Band Saw (small)				53	

## J. EXPOSURES AND COMMUNICATIONS

Direction	Survey No.	Height Stories	Class	Distance Feet	Openings in Exposure	Openings in Risk	Communications	Additional Details
Lft	89	1	B	15	Unp	Unp	Inc C-1 No ch	Boiler House
Lft	88	1	B	44	Unp	Unp		Blacksmith Shop
Front	86	1	B	75	Unp	Unp		

Direction	Exp. Grade	Exposure Rate	Col. in Table	Master Exp. Chge.	Mod. for Grade		Modification for Conditions of Exposure					Final Charge
					Factor	Mod. Chge.	Group Desig.		Factor From Tbl.	Openings Comm.	Final Factor	
							Exposing	Exposed				
Lft	S	.30	0									
Front	L	.78	7	0								

## TOTAL EXPOSURE CHARGES

## M. CONTENTS:

Gross Schedule Rate (from L) Contents Fact.  
 Contents Base= .364 × 8 = .291

OCCUPANCY (Identify if Special Prot. Credits Applicable)	Susc. Chge.	Gross Cont. Rate	Protective Credits Applicable to Occupancy	Schedule Conts. Rate	Published
General Contents	30		-3% Ext Credit		.57

Surveyor	Date	Reason Declined or Changed	Remarks—(Year Built 1953; Remodeled)
1			This bldg is independent steel col. & roof beams with 12x8" C.B. curtains, non-bearing 3" conc slab roof rests on steel beams. Rated as "B" Class a/c lower rate obtained C-2 contents.

Map: Sheet \_\_\_\_\_ Block 7662 Survey No. \_\_\_\_\_  
No. Svan Island St. Ave. \_\_\_\_\_  
Bet. \_\_\_\_\_ St. Ave. and \_\_\_\_\_  
Corner \_\_\_\_\_  
Special M. S. S. Section \_\_\_\_\_

BASE	100
------	-----

### 3. Masonry Wall Thickness:

#### 4. Inferior Wall Materials:

Front

6. Roof, Shingle, Metal, Composition, Tar & gravel surfacing on Chg

8. Skylights and Ventilators: none Non-standard..... none

2. Floors..... 50% concrete 50% earth ..... Bsmt..... none

### 10. Floor Openings:

### 11. Combustible Interior Finish

## 12. Combustible Exterior Attachments

12. Chimneys and Stacks.

14. Fire Department Standpipe.

**G.H. CHARGES FOR OCCUPANCY AND HAZARDS OF OCCUPANCY (See Over)**

Intermediate Total No. 1: 142

Intermediate Total No. 2 **108**

**J. EXPOSURES AND COMMUNICATIONS (See Over)**

K. RATING GRADE OF CITY OR LOCATION = 8

I. CONVERSION OF POINTS TO RATE: CONST. & OCOT.  
FACTOR 2

Gross Schedule Rate = Total Sched. Points  $\times$  70

Gross Unprotected Rate EXT. PROT. FACT.

**Total Schedule Points** 105

N. PROTECTIVE  
CREDITS:

### Schedule Building Rate

**EXPOSURE RATE AND GRADE (For Exp. to Other Bldgs.)**

Published: \_\_\_\_\_ Class: \_\_\_\_\_

Elde. Natv. 30

Effective 5-22-53

Survivor: WRC

G. H. OCCUPANCY AND HAZARDS OF OCCUPANCY						OCCUPANCY & HAZARDS OF OCCUPANCY CHARGES			
St. No.	Floor	Max. of Occ. Item No.	Description			Conts. Grade	Secondary Occy.		Susc. Chgs.
		1	Building Service: Conduit						
		2	Lighting: None						
			Heating: None						
			Enclosure						
			Fuel						
			BLACKSMITH & WELDING SHOP			C-2			15 30
			Forges & elec. welding; less than 5 hands.						
			Transformers 26'						2
			{ 2 bank consisting of 3-667 KVA						
			{ 1 bank 3-500 KVA						
		Oil filled							17

J. EXPOSURES AND COMMUNICATIONS											
Direction	Survey No.	Height Stories	Class	Distance Feet	Openings in Exposure	Openings in Risk	Communications		Additional Details		
Lft	87	1	B.	44	Unp	Unp			Shop (Mach. & Coup)		
Direction	Exp. Grade	Exposure Rate	Col. in Table	Master Exp. Chgs.	Mod. for Grade		Modification for Conditions of Exposure				Final Charge
					Factor	Mod. Chgs.	Group Desig. Exposing	Factor Exposed	From Tbl.	Openings Comm.	Final Factor
Lft	0	30	5	0							

**TOTAL EXPOSURE CHARGES**

<b>M. CONTENTS:</b>	Gross Schedule Rate (from L)	Contents Fact.
Contents Base =	.302	8 = .241

OCCUPANCY (Identify if Special Prot. Credits Applicable)	Susc. Chgs.	Gross Cont. Rate	Protective Credits Applicable to Occupancy	Schedule Conts. Rate	Published
General Contents	30				.54

Surveyor	Date	Reason Declined or Changed	Remarks—(Year Built.....1953.....; Remodeled.....)
1			This bldg is independent steel col. & roof beams
2			with 12" C.B. curtains non-bearing 3" conc. slab
			roof rests on steel beams.

Special M. S. S. Section.

## 100

Cont. Grade C-1 Excess.....

1 stories and  $\times$  no basement = sq. ft. ft. to eaves

\*Curtain walls a/c supported at base only

See Remarks

5. **Unprotected Metal**, Location and Description col. & beams

6. **Roof**, Shingle, Metal, Composition, Tar & Gravel surfacing on 3" concrete

7. **Roof Space or Attic** open Chge. Vertical Openings                      Chge.

8. **Skylights and Ventilators** concrete Non-standard

9. **Floors**                      Bsmt.

11. Combustible Interior Finish.....  
12. Combustible Exterior Attachments.....  
13. Chimneys and Stacks. heavy metal thru slab roof  
14. Fire Department Standpipe.....

127.

Intermediate Total No. 2

**Total Schedule Points**

EXT. PROT. FACT.

Gross Schedule Rate = Total Sched. Points  $\times \frac{55}{687} = 64$

Rate Minus  
Protective Credit

**Schedule Building Rate:**

En 12

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5-22-53

WBC



O. H. OCCUPANCY AND HAZARDS OF OCCUPANCY					OCCUPANCY & HAZARDS OF OCCUPANCY CHARGES			
Item No.	Floor	Item No.	Description	Conts. Grade	Secondary Occy.		Basic Occy. Charge	Succ. Chge.
		1	Building Service: Conduit					
		2	Lighting					
		3	Heating..... Lab. auto.oil fired boiler					
			Enclosure.....					
			Fuel..... Std buried tank					
			A/c medium heat boiler	C-1			10	
			BOILER HOUSE	C-1			15	00
			over 125 psi					
			(4) 1500 KVA oil filled transformers 30' south				2	
							27	

J. EXPOSURES AND COMMUNICATIONS												
Direction	Survey No.	Height Stories	Class	Distance Feet	Openings in Exposure	Openings in Risk	Communications	Additional Details				
Rr	87	1	B	15	Unp	Unp		Machine Shop				
Rt	86	1	B	73	Unp	Unp		Contractors Stge bldg.				
Direction	Exp. Grade	Exposure Rate	Col. in Table	Master Exp. Chge.	Mod. for Grade		Modification for Conditions of Exposure					Final Charge
Rr	0	.36	2	7	Factor	Mod. Chge.	Group Desig. Exposing	Exposed	Factor From Tbl.	Openings Comm.	Final Factor	
Rt	L	.63	7	0		7	6	*5			55	3.8
*Lower. Treated as B Class a/c constr.												
TOTAL EXPOSURE CHARGES												3.8

M. CONTENTS:			Gross Schedule Rate (from L)	Contents Fact.
Contents Base=			×	=

OCCUPANCY (Identify if Special Prot. Credits Applicable)	Susc. Chge.	Gross Cont. Rate	Protective Credits Applicable to Occupancy	Schedule Conts. Rate	Published
General Contents			Bldg Rate		

Surveyor	Date	Reason Declined or Changed	Remarks—(Year Built 1953; Remodeled )
1			*This bldg is independent steel col. & roof beams
2			with 12" C.B. curtains non-bearing. 3" conc.
			slab roof resting on steel beams. Rated as inc.
			a/c lower rate obtained. C-1 contents Class A
			for Av.Cl. Machine Shop exp. graded as ordinary
			a/c C-2 contents Inc walls & roof.



APPROVAL OF SHIP REPAIR YARD USE AGREEMENT -  
PACIFIC MARINE SHIP REPAIR, INC.

---

Date: May 11, 1983

Presented by: Gary W. Bevans  
Business Manager  
Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

In July 1982 the Port Commission approved the establishment of a Ship Yard Use Agreement which documented the relationship between ship repair contractors and the Port, and established a 1.4 percent use fee to finance the rehabilitation of the old facility. Agreements with Northwest Marine Iron Works, Dillingham Ship Repair, and Crosby & Overton were approved at that time. Subsequently, agreements with FMC, Marine Ways, and Northwest Vacuum Truck Service were approved. This item requests approval of an identical agreement with Pacific Marine Ship Repair, Inc., effective May 11, 1983. Pacific Marine Ship Repair performs repair work on small vessels such as tugs and barges.

Pacific Marine Ship Repair has agreed to the terms and conditions as defined in the Use Agreement with an identical term through June 30, 1986.

The agreement will not affect the Port's present tariff-setting powers or Ordinance 255 adopted for the shipyard expansion.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement with Pacific Marine Ship Repair, Inc., for the period May 11, 1983, to June 30, 1986; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0520H





APPROVAL OF AGREEMENT FOR DRY-DOCKING AND LAY-UP OF  
VESSELS WITH BAY TANKERS, INC. - PORTLAND SHIP REPAIR YARD

Date: February 8, 1984

Presented by: Charles McKeown, Manager  
Portland Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

In the past several years, three bids for oil tanker (VLCC) repair work have been awarded to foreign shipyards. These jobs, if awarded for repair to the West Coast, could only dock at Portland Ship Repair Yard, Dry Dock 4. There are six of these VLCC ships of the 225,000 and 265,000 DWT class presently on six-month waivers in compliance with the federal policy for Construction Differential Subsidy (CDS) built vessels. These vessels now operate for six months, then lay up, generally at Portland Ship Repair Yard berths.

Staff has entered into negotiations with the owners of the vessels affected by this policy to develop a long-term preferential berthing arrangement as well as exclusive dry-docking of the vessels at Portland Ship Repair Yard. Bay Tankers, Inc., is the first vessel owner to agree to the arrangement. The proposed agreement includes a full-time lay berth for two of Bay Tankers' vessels, the MARYLAND and the NEW YORK, and exclusive dry-docking for these two vessels, plus the STUYVESANT and the BAY RIDGE.

The proposed terms of the agreement are as follows:

1. Term: 3 years, from February 8, 1984, to February 7, 1987.
2. Lay berth:
  - a. Charge of \$422,000 for the three-year term, one-half in advance and one-fourth each at the first and second anniversaries.
  - b. Utility charge of \$4,500 per month, payable quarterly in advance.
  - c. Credit of \$200 per day if the Port uses Bay Tankers' berth while unoccupied.
  - d. All discounts, such as the present 30 percent tariff reduction, will apply.
  - e. Termination of lay berth section will be allowed with payment of liquidated damages.

Approval of Agreement for Dry-Docking and Lay-Up of  
Vessels with Bay Tankers, Inc. - Portland Ship Repair Yard  
Page 2  
February 2, 1984

3. Dry Dock

- a. Charges to be grandfathered in Portland Ship Repair Yard October 1, 1982, tariff with 30 percent discount on all but labor and utilities for the life of the agreement.
- b. All four vessels required to dock at least once in three-year term.
- c. Waiver granted for emergencies or if Portland Ship Repair Yard not able to provide adequate service.
- d. Sets liquidated damages of \$500,000 per vessel if Bay Tankers fails to meet agreement.

Berths 306, 307, and 308 will require some upgrading to better handle the 265,000 DWT vessels. Staff proposes to increase breasting capacity, repair damage from the 1981 wind storm and correct the erosion problem along the embankment. Staff proposes to purchase four anchors from Dillingham Ship Repair already placed in the shore area to increase the moorage capacity. The costs for this project include:

Breasting Dolphins	\$110,000
Purchase of Moorage System from Dillingham	50,000
Engineering/Contingencies	<u>50,000</u>
	\$210,000

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into an agreement with Bay Tankers, Inc., for a period of three years commencing February 8, 1984, for preferential berthing at a rate of \$422,000 and utility charges of \$4,500 per month, less approved discounts and credits, and for exclusive dry-docking of four vessels under the Port of Portland Ship Repair Tariff No. 36, effective October 1, 1982, with the exception of utilities and Port labor to be charged according to the Port tariff in effect at the time that services are rendered, less a discount of thirty percent (30%); and

BE IT FURTHER RESOLVED, That approval is given to award a contract to Dillingham Ship Repair in an amount not to exceed \$50,000 for the purchase of four anchors already placed in the shore area of Berths 306, 307, and 308; and

Approval of Agreement for Dry-Docking and Lay-Up of  
Vessels with Bay Tankers, Inc. - Portland Ship Repair Yard  
Page 3  
February 2, 1984

BE IT FURTHER RESOLVED, That the appropriation for Project 29861, to increase breasting capacity, repair of damage from the 1981 wind storm, repair embankment, and to purchase additional mooring capacity at Berths 306, 307, and 308, be established in the amount of \$210,000, funds being available from General Fund contingencies; and

BE IT FURTHER RESOLVED, That the authorization for Project 29861 be established in the amount of \$210,000; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0654H



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

November 14, 1990

Mr. Douglas Watson  
President  
West State, Inc.  
5555 North Channel Avenue  
Portland, OR 97217

Mr. Loy Kahler  
President  
Cascade General, Inc.  
5555 North Channel Avenue  
Portland, OR 97217

Mr. William Johnston  
Vice President  
Northwest Marine Inc.  
5555 North Channel Avenue  
Portland, OR 97217

## PORTLAND SHIP REPAIR YARD FACILITY AGREEMENT - PRICE ADJUSTMENT NEGOTIATIONS

Gentlemen:

The Port appreciates the constructive dialogue that we have had over the last six months concerning the new facility agreement and price schedule at the Portland Ship Repair Yard (PSRY).

In achieving a consensus on new rates, the Port has assured all PSRY contractors that our efforts to control our cost of operations will continue. We understand that the more efficient the Port becomes through improved management of our funds, facilities, and personnel, the more competitive we can be in the marketplace.

We have made differing forecasts of business volumes this fiscal year. The Port's model indicated price adjustments were necessary to achieve our "revenue" goal, while your model's projection of substantially higher revenues, suggested price adjustments were not necessary.



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000262

Page 2  
November 14, 1990

Unable to reconcile our conflicting projections, the Port has assured you that we will factor the amount by which actual net revenues exceed our cost this fiscal year, into our deliberations on any changes in PSRY prices, for the stated term of the facility agreement.

I know you understand, however, the Port has reserved its discretion to make such price adjustments as future circumstances may require, following discussions with the new contractors panel.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Robert L. Woodell".

Robert L. Woodell  
Executive Director

Post-It <sup>™</sup> brand fax transmittal memo 7671		# of pages ▶ 2	
To	Loy Kahler	From	Tuck Wilson
Co.	Cascade General	Co.	Port of Portland
Dept.		Phone #	
Fax #	289-7179	Fax #	

\*\*\*\*\*

( NOV 13 '90 14:23 )

DATE	START TIME	REMOTE TERMINAL IDENTIFICATION	MODE	TIME	RESULTS	TOTAL PAGES	DEPT. CODE
NOV 13	14:22	532 289 2170	CPST	01'30"	OK	02	

PSY500000265

AGREEMENT NO.:91-079: REVIEW DATE :07/01/1993: CANCELLED :No :  
AMENDMENTS: : : REASON :General :

Coastal Coatings, Inc.  
3801 7th Avenue, South

LAST CHANGE DATE :07/19/1991:

Seattle

WA 98108

TYPE :Lease : : : ORDINANCE : PORT LOCATION :PSRY :

----- DESCRIPTION OF PREMISES ----- SORT LOCATION :M:  
:640 sq. ft. of ground floor office space in :  
:bldg. 4 annex :

----- USE OF PREMISES -----  
:offices :  
:

TAX # (LAND): : TAX # (IMPS): :

EFFECTIVE DATES : : : TERMINATION DATES : : :  
:07/02/1991: : : : : : :

----- RENEWAL OPTIONS -----

PURCHASE PRICE	NO. OF ACRES	TAXES PAID BY	UTILITIES PAID BY
: : :	: :	:Lessee :	:Lessee :

RENT :\$344.00 per month :

----- ESCALATION OF RENT -----

----- INSURANCE -----

Commercial general and liability insurance of not less than \$1 million combined single limit.

EXPIRATION DATES - COMP :06/06/1992: FIRE : : OTHER : :

----- IMPROVEMENTS CONTEMPLATED -----

: :  
: :

----- MISCELLANEOUS -----



AGREEMENT NO.:84-138: REVIEW DATE :03/01/1988: CANCELLED :No :  
AMENDMENTS: :Y: REASON :Renewal :

Arco Oil and Gas Company  
P.O. Box 25133

LAST CHANGE DATE :01/15/1988:

Santa Ana CA 92799-5133

ORDINANCE PORT LOCATION

TYPE :Lease of Improved Space & Land Lease : : : :PSRY :

DESCRIPTION OF PREMISES

SORT LOCATION :S:

:23.072 acres,1 Bay in Bldg. 4, 2 Bays in Bldg. 10,:  
:& upper floor office space in Bldg. 10. :

USE OF PREMISES

:Heavy Mfg., including but not limited to the mfg. of Modules:  
:of Steel & other materials & removal to other sites. :

TAX # (LAND):

TAX # (IMPS):

EFFECTIVE DATES

:08/31/1986: :

TERMINATION DATES

:08/31/1988: :

RENEWAL OPTIONS

4 additional terms of one year each. Option may be executed by Lessee giving written notice of such extension to Lessor at least 120 days prior to expiration of the term then in effect.  
First option exercised 10/01/87.

PURCHASE PRICE

NO. OF ACRES

TAXES PAID BY

UTILITIES PAID BY

: : :23.072 : : :Lessee : : :Lessee :

RENT :See Lease.

ESCALATION OF RENT

Rentals for the additional terms if options exercised shall be mutually agreed upon by both parties.

INSURANCE

Liability insurance of not less than \$500,000 for any person injured, or \$1,000,000 for any one occurrence, or \$500,000 for property damage for any one occurrence.

EXPIRATION DATES - COMP :01/01/1990: FIRE :

: OTHER : :

IMPROVEMENTS CONTEMPLATED

:Drydock 4 modification & loading bridge. Utilities, lighting:  
:fencing and preparation of module movement path. :

MISCELLANEOUS

Lessor to grant Lessee 2 easements. Agreement dated 1/8/85. Covers modification to Bldg. 10 & leased land. ARCO pays Port for the modifications.  
...SEE AMENDMENT ABSTRACT...

AGREEMENT NO: 84-138 | NAME: Arco Oil and Gas Company

AMENDMENTS

1. 3/28/85 - RESOLVES PORT OF ANY LIABILITY FOR ANY DAMAGE OR INJURY CAUSED BY ARCO'S USE & SELECTION OF LAMPSON CRANE OR FROM ARCO'S TRANSILIFT OPERATION ON LEASED PREMISES.
2. 7/10/85 - AMENDS ORIGINAL LEASE TO INCLUDE (1) \$11,000 TOWARD CONSTRUCTION OF A GRAVEL ROADWAY FROM PORT'S YARD TO ARCO SITE; (2) RECEIPT OF \$40,000 FROM ARCO TO PURCHASE STEEL BEAMS; AND (3) MODIFICATIONS TO SPACE REQUIREMENTS AND RENTAL PAYMENTS.
3. 8/29/86 - Amends term, rent, improvements of premises, payment & convenience of office bldg., option to rent office building, acceptance of site.
4. 7/15/87 - Modifies paragraph 2 by adding subparagraph G which adds 25,000 sq. ft. commonly known as Bldg. 4, Bay 5 for a total monthly payment of \$5,500.00.

PARTIES: The Port of Portland, a municipal corporation of the State of Oregon (referred to as "Lessor"), and

ARCO Oil and Gas Company, a division of Atlantic Richfield Company, a Pennsylvania corporation (referred to as "Lessee").

This Memorandum of Lease is executed for the purpose of recording and giving notice to third (3rd) parties of the interest of the Lessee in the real property described on Exhibit A, attached hereto and by this reference incorporated herein.

The term of the Lease shall be for a period commencing on October 22, 1984, and ending on August 31, 1986. The Lessee may, at its sole option, extend the term of the Lease for up to four (4) additional terms of one (1) year each in accordance with the notice requirements contained in the Lease.

Lessee will use and occupy the real property for the purpose of heavy manufacturing, including but not limited to the manufacturing of

buildings (modules), of steel and other materials, and the removal thereof to other sites which modules use is fully described in the Lease.

LESSOR:

THE PORT OF PORTLAND  
a municipal corporation of  
the State of Oregon

By *John B. King*  
President

By *Alfred R. Underwood*  
Assistant Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By *M. Brian Plafau*  
Counsel for The Port of Portland

APPROVED BY COMMISSION ON:

*October 25, 1984*

LESSEE:

ARCO OIL AND GAS COMPANY, a Division  
of Atlantic Richfield Company

By *Allen Johnson* *jwc*

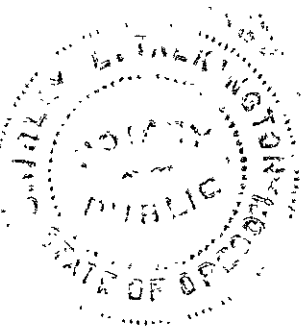
10/17/84  
12K232:0349d



STATE OF OREGON                    )  
   ) ss  
 County of Multnomah            )

On this 22<sup>nd</sup> day of October, 1984, before me, the under-  
 signed notary public in and for said county and state, personally appeared  
John B. Herenig, who acknowledged himself to be the  
President of the Port of Portland, a corporation,  
 and Lee A. Underwood, who acknowledged herself to be the  
Assistant Secretary of the Port of Portland, a corporation,  
 and that as such, being authorized to do so, executed the foregoing  
 instrument for the purposes therein contained, by signing the name of the  
 corporation by themselves, the President and Assistant Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



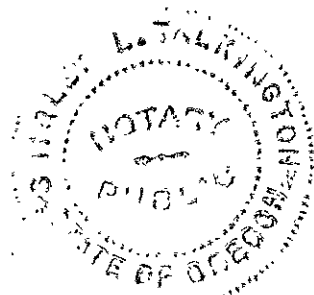
Shirley L. Dickinson  
 Notary Public for Oregon  
 My Commission expires: 3-7-86

10/17/84  
 12K232:0349d

STATE OF OREGON                    )  
  ) ss  
County of Multnomah            )

On this 18<sup>th</sup> day of October, 1984, before me, the under-  
signed notary public in and for said county and state, personally appeared  
Abe W. Johnson, who acknowledged himself to be the  
Manager Lisburne Facilities Project of ARCO Oil and Gas Company, a corpor-  
ation, and as such, being authorized to do so, executed the foregoing  
instrument for the purposes therein contained, by signing the name of the  
corporation by himself as Manager Lisburne Facilities Project.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



10/17/84  
12K232:0349d

Shirley L. Jallington  
Notary Public for Oregon  
My Commission expires: 3-7-86

## EXHIBIT A

Lessor, in consideration of rents reserved and the agreement of Lessee to be kept, performed, and fulfilled, leased to Lessee certain land, warehouse, and office space, located in the Lessor's Portland Ship Repair Yard (PSRY), City of Portland, Multnomah County, Oregon, and the metes and bounds legal description of said land is set forth below:

A parcel of land located in Section 20, Township 1 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at the centerline intersection of North Lagoon Avenue and North Channel Avenue, said point being South 2,331.75 feet and East 666.57 feet from the northeast corner of Section 20; thence North 84° 20' 25" West along the centerline of North Channel Avenue 1,102.35 feet; thence 264.97 feet along the arc of a curve to the right having a radius of 477.46 feet and a central angle of 31° 47' 50" to a point which bears North 68° 26' 30" West a distance of 261.59 feet; thence North 52° 32' 35" West 1,237.93 feet; thence North 52° 29' 05" West 9.09 feet; thence South 37° 27' 25" West 39.50 feet to a point on the southwesterly right-of-way of North Channel Avenue said point being the TRUE POINT OF BEGINNING; thence along the southwesterly right-of-way of North Channel Avenue North 52° 29' 05" West 1,890.56 feet; thence 114.55 feet along a nontangent curve to the right having a radius of 450.00 feet and a central angle of 14° 35' 04" to a point which bears North 59° 46' 37" West a distance of 114.24 feet; thence North 52° 29' 05" West 96.12 feet; thence South 37° 30' 55" West 470.00 feet; thence South 52° 05' 44" East 809.45 feet; thence South 53° 48' 57" East 1,291.38 feet; thence North 37° 27' 25" East 460.00 feet to the TRUE POINT OF BEGINNING, containing 23.072 acres. Subject to 20.00-foot easement.

Lessor has also granted to Lessee certain easements on and over a module movement path which will extend from the above described fabrication site west along the top of the river bank in a northwesterly direction to Lessor's Dry Dock No. 4 and use of and an easement on Lessor's Dry Dock No. 4. The module movement path will be 40 feet wide on the ground and 100 feet wide from a point 7 feet above the ground. Lessor has also leased to Lessee the following warehouse and office space not situated on the fabrication site described above: one bay in PSRY Building 4; two bays in PSRY Building 10; and upper floor office space in PSRY Building 10, all of which are more fully described in the Lease.

74525

STATE OF OREGON	ss.	
Multnomah County		
I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County		
1984 OCT 23 PM 2:35		
RECORDING SECTION MULTNOMAH CO. OREGON		
In Book	On Page	
1783	573	
witness my hand and seal of office affixed.		
Recorder of Conveyances		Deputy
P. Thonnent		

- 2 -

2502



or

STATE OF OREGON, } ss.  
MULTNOMAH COUNTY }

I, \_\_\_\_\_, DIRECTOR, THE RECORDING SECTION AND RECORDER OF CONVEY-  
ANCES FOR MULTNOMAH COUNTY, STATE OF OREGON, DO HEREBY CERTIFY THAT THE FOREGOING COPY OF

Memorandum of Lease Recorded in Book of  
Records 1783 Page 573 Oct 23, 1984

HAS BEEN COMPARED BY ME WITH THE ORIGINAL AND THAT IT IS A CORRECT TRANSCRIPT THEREFROM AND OF  
THE WHOLE OF SUCH ORIGINAL AS THE SAME APPEARS ON FILE OR OF RECORD IN MY OFFICE AND IN MY  
CUSTODY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID OFFICE  
THIS 25<sup>th</sup> DAY OF October A.D. 19 84.

DIRECTOR

RECORDING SECTION

BY

J. Sadler

DEPUTY

M.48387

MEMORANDUM OF LEASE

BOOK 1783 PAGE 573

SAFECO TITLE INSURANCE COMPANY

PARTIES: The Port of Portland, a municipal corporation of the State of Oregon (referred to as "Lessor"), and

ARCO Oil and Gas Company, a division of Atlantic Richfield Company, a Pennsylvania corporation (referred to as "Lessee").

This Memorandum of Lease is executed for the purpose of recording and giving notice to third (3rd) parties of the interest of the Lessee in the real property described on Exhibit A, attached hereto and by this reference incorporated herein.

The term of the Lease shall be for a period commencing on October 22, 1984, and ending on August 31, 1985. The Lessee may, at its sole option, extend the term of the Lease for up to four (4) additional terms of one (1) year each in accordance with the notice requirements contained in the Lease.

Lessee will use and occupy the real property for the purpose of heavy manufacturing, including but not limited to the manufacturing of

OCT 23 1984

PSY500000277

buildings (modules), of steel and other materials, and the removal thereof to other sites which modular use is fully described in the Lease.

LESSOR:

THE PORT OF PORTLAND  
a municipal corporation of  
the State of Oregon

By

Jul 3 1974  
President

By

Paul A. Underwood  
Assistant Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By

W. Brian Phillips  
Counsel for the Port of Portland

APPROVED BY COMMISSION ON:

October 22, 1984

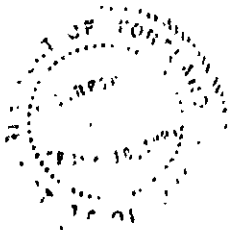
LESSEE:

ARCO OIL AND GAS COMPANY, a Division  
of Atlantic Richfield Company

By

Allen Johnson jwc

10/17/84  
12K23210349d



OCT 23 1984

STATE OF OREGON                     )  
County of Multnomah                ) ss

On this 22<sup>nd</sup> day of October, 1984, before me, the undersigned notary public in and for said county and state, personally appeared John B. Herwig, who acknowledged himself to be the President of the Port of Portland, a corporation, and Lee A. Underwood, who acknowledged herself to be the Assistant Secretary of the Port of Portland, a corporation, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves, the President and Assistant Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Shirley L. Dickinson  
Notary Public for Oregon  
My Commission expires: 3-7-86

10/17/84  
12K232:0349d

OCT 23 1984

STATE OF OREGON  
County of Multnomah

)  
) ss

On this 18<sup>th</sup> day of October, 1984, before me, the undersigned notary public in and for said county and state, personally appeared Abel W. Johnson, who acknowledged himself to be the Manager Lubaine Field Project of ARCO Oil and Gas Company, a corporation, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Manager Lubaine Field Project.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Shirley L. Jackson  
Notary Public for Oregon  
My Commission expires: 3-7-86

OCT 23 1984

## EXHIBIT A

Lessor, in consideration of rents reserved and the agreement of Lessee to be kept, performed, and fulfilled, leased to Lessee certain land, warehouse, and office space, located in the Lessor's Portland Ship Repair Yard (PSRY), City of Portland, Multnomah County, Oregon, and the metes and bounds legal description of said land is set forth below:

A parcel of land located in Section 20, Township 1 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at the centerline intersection of North Lagoon Avenue and North Channel Avenue, said point being South 2,331.75 feet and East 666.87 feet from the northeast corner of Section 20; thence North 84° 20' 25" West along the centerline of North Channel Avenue 1,102.35 feet; thence 264.97 feet along the arc of a curve to the right having a radius of 477.45 feet and a central angle of 31° 47' 50" to a point which bears North 68° 26' 30" West a distance of 261.59 feet; thence North 52° 32' 35" West 1,237.93 feet; thence North 52° 29' 05" West 9.09 feet; thence South 37° 27' 25" West 39.50 feet to a point on the southwesterly right-of-way of North Channel Avenue said point being the TRUE POINT OF BEGINNING; thence along the southwesterly right-of-way of North Channel Avenue North 52° 29' 05" West 1,890.56 feet; thence 114.65 feet along a nontangent curve to the right having a radius of 450.00 feet and a central angle of 14° 35' 04" to a point which bears North 59° 46' 37" West a distance of 114.24 feet; thence North 52° 29' 05" West 96.12 feet; thence South 37° 30' 55" West 470.00 feet; thence South 82° 05' 44" East 809.45 feet; thence South 53° 48' 57" East 1,291.38 feet; thence North 37° 27' 25" East 450.00 feet to the TRUE POINT OF BEGINNING, containing 23.072 acres. Subject to 20.00-foot easement.

OCT 23 1984

PSY500000281

Lessor has also granted to Lessee certain easements on and over a module movement path which will extend from the above described fabrication site west along the top of the river bank in a northwesterly direction to Lessor's Dry Dock No. 4 and use of and an easement on Lessor's Dry Dock No. 4. The module movement path will be 40 feet wide on the ground and 100 feet wide from a point 7 feet above the ground. Lessor has also leased to Lessee the following warehouse and office space not situated on the fabrication site described above: one bay in PSRY Building 4; two bays in PSRY Building 10; and upper floor office space in PSRY Building 10, all of which are more fully described in the Lease.

74525

 STATE OF OREGON  
 Multnomah County

I, a Deputy for the Recorder of Comptroller, in and for Multnomah County, do hereby certify that the within instrument of record is a true and correct copy of the original as recorded in the record of said County.

OCT 23 PM 2:35

 RECORDING SECTION  
 MULTNOMAH CO. OREGON

Index

On Page

1783 523

Where my hand and seal of office are affixed

Recorder of Comptroller

 P. J. Bennett  
 Deputy

2552

OCT 23 1984





APPROVAL OF LEASE AGREEMENT - ARCO OIL AND  
GAS COMPANY - PORTLAND SHIP REPAIR YARD

Date: August 13, 1986

Presented by: David N. Neset, Director  
Marine Services

FACTUAL BACKGROUND AND ANALYSIS

On October 22, 1984, the Commission approved a facilities lease for industrial fabrication for ARCO Oil and Gas Company. The initial term of this lease expires on August 31, 1986. The terms of the lease granted ARCO four one-year options to extend under the same terms and conditions, except for definition of the premises and negotiation of the lease rates.

This item presents the terms negotiated for the first one-year extension, as well as resolution of outstanding issues related to the first one-year term and construction of the module load-out system.

Lease Renewal Terms:

Term: One year with four one-year renewal options.

Buildings: Two bays in Building 4, about 50,000 square feet at \$0.18 per square foot per month, exclusive of taxes, utilities, and maintenance.

Open Air: One acre with possible growth to 4 acres of paved, improved space at \$2,600 per acre per month, exclusive of taxes, utilities, and maintenance.

Other Services: At tariff rates then in effect.

Use: Fabrication of small drill-site modules.

Module Load-Out System

In settlement of the Port's claim for reimbursement of \$149,000 related to construction of a module load-out system, ARCO will pay the Port \$100,000 and transfer title to the Port for the 10,000-square-foot modular office building on the 23-acre module fabrication site. The Port agrees to waive the requirement that ARCO remove foundations and grants ARCO the right to lease the office space for \$0.40 per square foot per month, exclusive of taxes, utilities, and maintenance. The right is good for the option periods and is subject to availability of the office building.

APPROVAL OF LEASE AGREEMENT - ARCO OIL AND  
GAS COMPANY - PORTLAND SHIP REPAIR YARD

Page 2

August 13, 1986

Module Site

Port staff will be at liberty to market the 23-acre site and the 10,000-square-foot office building for other industrial fabrication work and is now actively doing so for projects involving Exxon and Sohio.

This item has been reviewed and approved by the Marine/Marine Services Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease amendment agreement under the terms of the presently approved lease with ARCO Oil & Gas Company for the period August 31, 1986, through August 31, 1987, for 50,000 square feet of fabrication and warehouse space at \$0.18 per square foot per month, and one or more acres of improved outside fabrication space at \$2,600 per acre per month, all exclusive of taxes, utilities, and maintenance; and

BE IT FURTHER RESOLVED, That approval is given to accept the 10,000 square-foot-office premises and the sum of \$100,000 in consideration of module loadout bridge improvements and mitigation of module foundation removal; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

1449H  
01G578



APPROVAL OF LEASE AGREEMENT - ARCO OIL AND GAS COMPANY -  
PORTLAND SHIP REPAIR YARD

Date: October 22, 1984

Presented by: Charles McKeown, Manager  
Portland Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

Since development of the Alaskan North Slope oil fields in 1974, pre-fabricated modules for drilling, process, and housing have been constructed at sites in Washington, California, and other states for shipment to Alaska. No construction had been carried out in Oregon until this year. Port staff responded to past requests with one-time proposals for future development projects.

For the 1986 sealift (May-June, 1986), staff pursued an aggressive sales approach and price penetration strategy to secure ARCO's Lisburne Field construction, scheduled to begin on February 1, 1985. On Friday, October 19, ARCO announced construction for this project would be located on the Portland Ship Repair Yard site. This contract will generate approximately 1,000,000 man-hours of construction employee work and 400,000 man-hours of staff work over the next 18 months. The direct construction labor value of the work is approximately \$15 million to the Portland area over the contract period.

This item requests approval of specific terms of the lease agreement as follows:

Term: October 22, 1984, to August 31, 1986.

Facilities:

- o 23.0-acre module construction facility \$ 500/acre/mo.
- o 1 bay of Building 4 shop/warehouse \$2,500/bay/mo.
- o 7,200 sq. ft. of Building 10 office \$0.40/sq. ft./mo.
- o 34,000 sq. ft. of Building 10 shop/warehouse \$0.10/sq. ft./mo.

Approval of Lease Agreement - ARCO Oil and Gas Company -  
Portland Ship Repair Yard  
October 22, 1984  
Page 2

- o A 20 percent per month option fee is to be charged until full occupancy in January or February 1985.
- o Price will include load-out of modules over Port-prepared gravel path and Dry Dock 4 landing bridge.
- o Price will include use of cranes in unloading or loading of modules or module equipment.
- o For sealift barge berthing services during material delivery, awaiting loading, or during tie-down, \$0.35/ft./day. (There is no charge while barge is under active repair, loading or discharging cargo.)
- o All other services will be charged at prevailing shipyard tariff rates.

Port Requirements:

- o Design and construct site improvements including fencing, electrical connections, and utility hook-up by February 1, 1985. Estimated cost: \$400,000.
- o Upon further study, design and construct Dry Dock 4 barge launch system to enable transfer of 2,400-ton modules onto dry-docked barge in dead load mode by December 31, 1985. Dry-dock load-out could be accomplished in May-June, 1986. Estimated cost: \$1,000,000.

This item has been reviewed and approved by the Commission Construction and Operations Committee and the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease agreement with ARCO Oil and Gas Company for the period October 22, 1984, to August 31, 1986, for a 23-acre module construction site located at Portland Ship Repair Yard at \$500.00 per acre per month, one bay of Building 4 shop/warehouse at \$2,500.00 per bay per month, 7,200 square feet of Building 10 office at \$0.40 per square foot per month, and 34,000 square feet of Building 10 shop/warehouse at \$0.10 per square foot per month and a 20 percent option fee on all areas until fully occupied in January-February 1985; and

Approval of Lease Agreement - ARCO Oil and Gas Company -  
Portland Ship Repair Yard  
October 22, 1984  
Page 2

BE IT FURTHER RESOLVED, That approval is given to authorize Project 29933 in the amount of \$1,500,000, funds being available from contingencies in the General Fund; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0819H  
01K396

630-9



87 OCT 5

A 8: 21

Oct - D. Frakes  
1 all -

THE PORT OF PORTLAND

October 2, 1987

Mr. Dennis C. Frakes  
Port of Portland  
Box 3529  
Portland, Oregon 97208

Subject: Port Contract 84-138, Lease Agreement Between  
the Port of Portland and ARCO Alaska, Inc.

Dear Mr. Frakes:

In response to your letter of September 25, 1987, and in accordance with the terms of the referenced lease agreement, Original Lease as amended through Amendment 4, ARCO Alaska, Inc. requests that the subject lease be extended for a period of one year from August 31, 1987, through August 31, 1988. Further, we request that the property described in Amendment 4 (Building 4, Bay 5) be included in this extension on the month-to-month basis described in Amendment 4.

Very truly yours,

John D. Pur1  
Director  
Lower-48 Construction and Logistics

JDP:mh

cc G. L. Hall PD  
J. H. Plenger PD

Brian,  
here is the  
response from Arco  
concerning their main  
lease. Please  
instruct me if there  
is any further papers  
which must be done  
in order to make  
the extension compli-  
Bay 5 Bldg. 4  
Amendment has  
been mounted  
I believe.  
DCA

03768

ARCO Alaska, Inc. is a Subsidiary of Atlantic Richfield Company

PSY500000288

ARCO Alaska, Inc.  
Kuparuk Construction  
Post Office Box 6105  
Anchorage, Alaska 99502  
Telephone 907 659-7226

630-9.1  
*Act. D. Frakes*



87 AUG 14 A 8: 15

THE PORT OF PORTLAND

August 8, 1987

Mr. Dennis C. Frakes  
Port of Portland  
Box 3529  
Portland, OR 97208

Subject: Port Contract 84-138, Lease Agreement between  
the Port of Portland and ARCO Alaska, Inc.

Dear Mr. Frakes:

In accordance with the terms of the referenced lease agreement, Original Lease as amended through Amendment 3, ARCO Alaska, Inc. requests that the subject lease be extended for a period of one-half year from August 31, 1987 through February 28, 1988. Further, we request that the property described in Amendment 4 (Building 4, Bay 5) be included in this extension on the month-to-month basis described in Amendment 4.

Respectfully,

ARCO ALASKA, INC.

John D. Purl  
Director, Lower-48 Construction

JDP:jt  
AA/AA

cc: G. L. Hall - PD  
J. H. Plenger - PD  
File

orig mailed to tenant  
2/18/87 CK

PORT OF PORTLAND (LEASED)  
ARCO OIL  
P O BOX 3529  
PORTLAND, OREGON 97208

## PROPERTY ADDRESS

ACCOUNT NUMBER  
R-94120-1141

ON 02/06/87 THE VALUE OF THIS PROPERTY WAS INCREASED  
BY \$ 69,100 FOR TAX YEAR 1986.

TAXES WERE INCREASED BY \$ 1,908.54 FOR TAX YEAR 1986.

THE REASON FOR THIS INCREASE WAS OMITTED PROPERTY.

TO AVOID INTEREST ON THESE INCREASED TAXES AND TO ASSURE THAT  
YOUR ACCOUNT IS PROPERLY CREDITED, PLEASE RETURN ONE COPY  
OF THIS LETTER WITH PAYMENT ON OR BEFORE 03/15/87.

THIS LETTER WILL SERVE AS YOUR BILL FOR THIS AD-  
DITIONAL TAX AND AS YOUR NOTIFICATION AS PROVIDED  
BY ORS 311.205.

## TAX COLLECTION SECTION

DPA USWIL PA AUG 82

AN EQUAL OPPORTUNITY EMPLOYER

\* READ PAYMENT INSTRUCTIONS ON REVERSE

XXXXXXX

TO PAY IN FULL

3,082.53



ARCO Exploration and Technology Company  
Lisburne Facilities Project  
P.O. Box 25133  
Santa Ana, California 92799-5133  
Telephone 714 975 2203

440



1985 OCT 15 AM 8:25 info B. Playfair  
PORT OF PORTLAND

October 9, 1985

Port of Portland  
Attn: Mr. Brian Playfair, Esq.  
700 N. E. Multnomah  
Portland, OR 97208

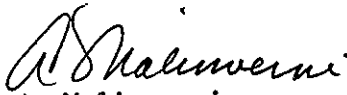
Subject: Administrative Notice  
Change of Name

Gentlemen:

Under a recent reorganization of Atlantic Richfield Company, ARCO Resources Technology and ARCO Exploration Company were consolidated into one organization now called the ARCO Exploration and Technology Company. All Major Project Organizations, such as the Lisburne Facilities Project, are now under ARCO Exploration and Technology Company.

Henceforth, correspondence, Amendments, Contract Change Directives, etc. will reference ARCO Exploration and Technology Company in lieu of ARCO Resources Technology. This change shall neither affect the responsibilities nor the rights of either party to existing contracts.

Sincerely,

  
A. Malinverni  
Contracts Supervisor

AM/sw:229N

cc: ARCO Exploration and Technology Company  
Messrs. R. A. Anderson  
J. D. Chitwood  
J. W. Coupe  
J. A. McBride  
J. R. Nyce  
D. G. Reed



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

April 13, 1985

Dick Anderson  
ARCO Gas & Oil  
5555 N. Channel  
Portland OR 97217

## RENTAL OF 1.5 ACRES OF YARD SPACE

This is to confirm our telephone conversation today regarding the lease of approximately 1.5 acres (65,360 sq. ft.) of yard space across from PSRY's Building 4. It is my understanding that ARCO will lease the area on a month-to-month basis commencing April 1, 1985. The lease is to be terminated upon 30-days notice by either the Port or ARCO. ARCO may require the property for a period of approximately one year.

I will seek to have Brian Playfair, the Port's attorney, draw up the proper documents in consultation with ARCO's legal staff. If possible, the lease will be incorporated into one of the amendments currently under review with ARCO.

PSRY will incorporate ARCO Lisburne's need of 1.5 acres for approximately one year into our planning. However, a portion of the space encompassed in the area we have been describing is being committed to the 1986 Sealift Kuperuk project. PSRY will provide 30 days notice of the need for re-allocating the 1.5 acres. You may wish to coordinate with Chuck Requa for an installation of semi-fixed structures within the 1.5 acres to avoid unnecessary moving at a future date.

Please call me at 231-5568 if you have any questions or concerns.

  
Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

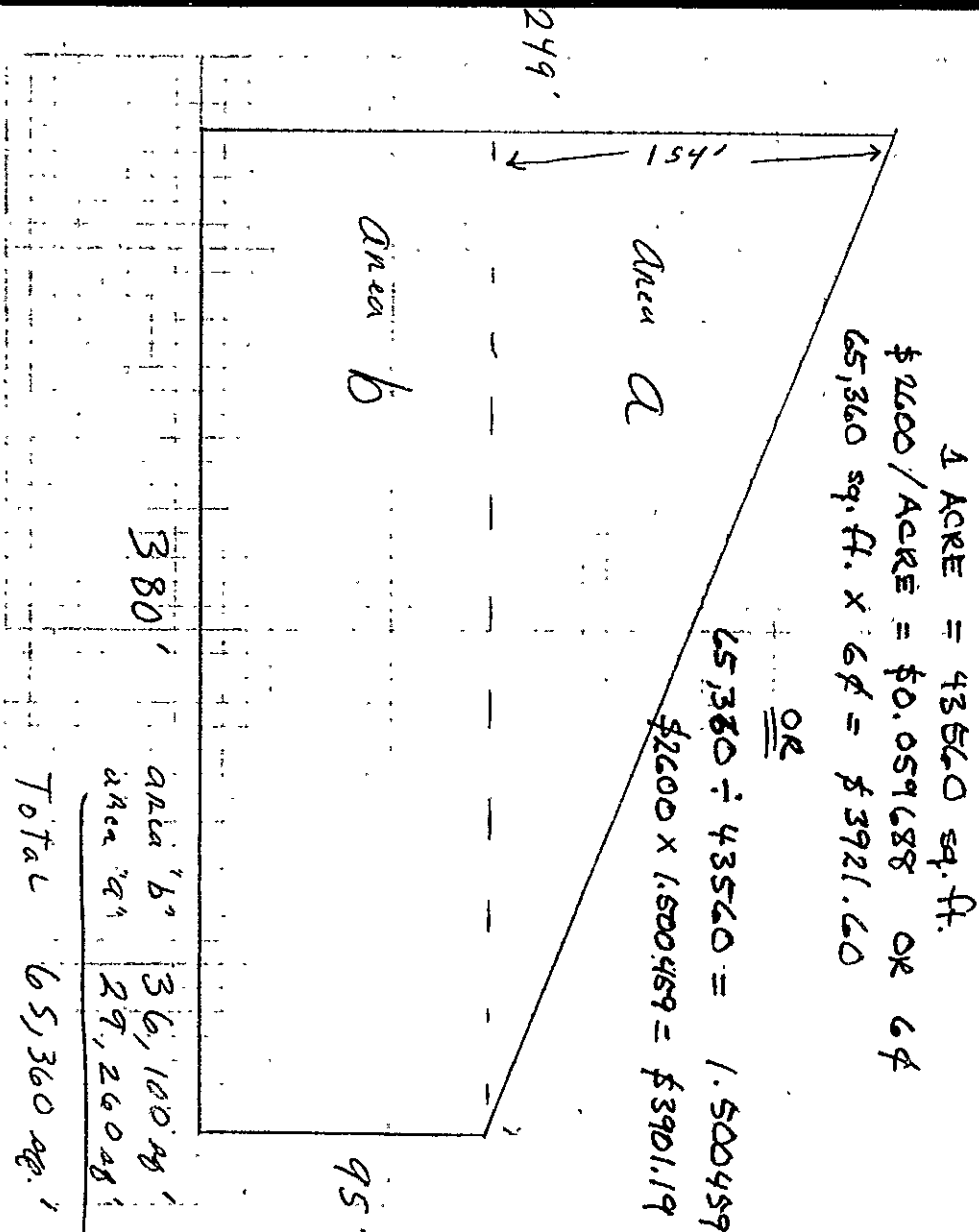
/sb

cc: Brian Playfair  
Dave Cheramy  
Nanci Crepeau



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PSY500000292





CITY OF

# PORTLAND, OREGON

1984 SEP OFFICE OF CITY AUDITOR

PORT OF PORTLAND

*Arco ~*

Jewel Lansing, City Auditor  
Council Division  
Edna Cervera, Manager  
1220 S.W. 5th, Rm. 202  
Portland, Oregon 97204  
(503) 248-4082

1209

August 31, 1984

GP 12-84

Lloyd Anderson  
Executive Director  
Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

*act. P. Devins w/sep  
info L. Anderson  
C.A. Cornwell  
B. Playfair  
DP Ryan*

Dear Mr. Anderson:

Enclosed is a copy of decision on GP 12-84 approving a Greenway Permit to allow a fence (approximately 7-1/2 feet high) and the use of the site for the construction of modular buildings (to be barged on other sites) on Tax Lot 114, Section 20, T1N, R1E, with the condition that the barge and shipping facilities plans be submitted for review.

To comply with the Planning and Zoning Code, please sign and return the enclosed acceptance in the return envelope provided. Also, enclose a check for \$9.00 payable to Multnomah County Recorder to record decision in Multnomah County deed records.

The acceptance of all applicants and the check is to be sent to this office. The action is null and void if acceptance and check are not received by October 1, 1984.

Yours very truly,

*Edna Cervera*  
Deputy City Auditor

EC:ck  
Enclosure

PSY500000294

## ACCEPTANCE

Portland, Oregon August 31, 1984

**JEWEL LANSING**

Auditor of the City of Portland  
Room 202, City Hall  
Portland, Oregon 97204

This is to advise the City of Portland, Oregon, that I hereby accept the terms and provisions of GP 12-84 approving a Greenway Permit to allow a fence (approximately 7-1/2 feet high) and the use of the site for the construction of modular buildings (to be barged on other sites) on Tax Lot 114, Section 20, T1N, R1E, with the condition that the barge and shipping facilities plans be submitted for review,

and in consideration of the benefits to be received thereunder by me I hereby agree to abide by and perform each and all of the terms and provisions thereof applicable to me.

Very truly yours,

PORT OF PORTLAND

*Shelton*

~~LLOYD ANDERSON, Executive Director~~

PO Box 3529

(97208)

**Address**

Approved as to form:

APPROVED AS TO FORM

M. Brian Playfair

M. BRIAN PLAYFAIR  
HOUSE COUNSEL

**City Attorney**

\*When an acceptance is signed by an officer of a firm or corporation, his or her official title must be stated.



CITY OF

# PORTLAND, OREGON

## BUREAU OF PLANNING

Francis J. Ivancie, Mayor  
Terry D. Sandblast, Director  
Room 1002, 1120 S.W. Fifth Avenue  
Portland, Oregon 97204-1966  
(503) 796-7701

Code Administration 796-7700

Land Use 796-7700

Urban Design 796-7702

### NOTIFICATION OF ADMINISTRATIVE ACTION ON A GREENWAY PERMIT

TO: City Auditor, Bureau of Buildings, ODOT, Applicant

FROM: Code Administration, Bureau of Planning

SUBJECT: File Number GP 12-84

Applicant(s) Port of Portland (deedholder)  
c/o Kenneth N Weber  
P O Box 3529  
Portland, OR 97208

#### Request

Greenway to allow a fence (approx. 7½ ft high)  
and the use of the site for the construction of  
modular buildings (to be barged to other sites).

Location 5413 N Channel Avenue near N Dolphin and Commerce

Legal Description Tax Lot 114, Section 20, T1N, R1E

Zone M2 WI Quarter Section 2525-2526

Decision Approval with the condition that the barge and shipping  
facilities plans be submitted for review.

Decision rendered by Nancy Wessa on Aug 15, 1984  
by the authority of the Planning and Zoning Code of the City of Portland,  
33.77.060.

Application Filed Aug 9, 1984 Waive 14-day appeal period       
Decision Filed Aug 15, 1984 Do not waive 14-day appeal period     

Any appeal of this matter to the Hearings Officer must be filed with the  
City Auditor and the Bureau of Planning no later than 5:00 pm on  
Aug 29, 1984.

NW

PSY500000296



APPROVAL OF LEASE - BROWN & ROOT U.S.A.,  
INC. - PORTLAND SHIP REPAIR YARD

Date: December 12, 1984

Presented by: Charles H. McKeown  
Manager, Portland Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

For the past six months, Port staff has been aggressively pursuing the Alaskan North Slope module construction business as a means of diversifying Portland Ship Repair Yard's (PSRY) revenue base. Four potential site packages were bid during 1984.

On October 22, 1984, the Commission approved an 18-month lease with ARCO Oil & Gas Company for PSRY's 23-acre module site and support facilities for their Lisburne Field. Two other potential jobs were sited in Coos Bay and Astoria. The fourth has been awarded to Brown & Root U.S.A., Inc., as general contractor, and they have selected PSRY as their construction site.

This item requests approval of a lease with Brown & Root U.S.A., Inc., for space within PSRY for constructing six 300-ton drill site modules and four 80-ton pipebridge structures for ARCO's Kuparuk Field. This project will employ a peak manpower of 325 workers and provide approximately \$3.0 million in local payrolls. The project is scheduled for load out in May 1985, using PSRY's Dry Dock 3 facilities. All capital expenditures have been included in the presently approved \$1.5 million module development budget.

The specific terms of the lease agreement are consistent with the ARCC Lisburne lease and are as follows:

Term: January 1, 1985 to June 30, 1985, and month-to-month thereafter.

Facilities:

- o Four bays of Building 4 Shop/Warehouse \$2,500/bay/mo.
- o Up to 8,000 square feet of Building 10 Office \$0.40/sq. ft./mo.

Services included:

- o Load out services over Dry Dock 3.
- o Use of cranes in unloading or loading of modules or module equipment.

Approval of Lease - Brown & Root U.S.A.,  
Inc. - Portland Ship Repair Yard  
Page 2  
December 12, 1984

- o For sealift barge berthing services during materials delivery, awaiting loading or during tie-down, \$0.35/ft./day. (There is no charge while barge is under active repair, loading or discharging cargo.)
- o All other services and improved outside storage will be charged by prevailing shipyard tariff.

Per Commission policy, a real estate brokerage commission will be paid to Bishop-Hawk Company.

This item has been reviewed and approved by the Construction and Operations Committee and the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease with Brown & Root U.S.A., Inc., for the period January 1, 1985 to June 30, 1985, and month-to-month thereafter, for four bays of Building 4 Shop/Warehouse at \$2,500.00 per-bay-per-month, and up to 8,000 square feet of Building 10 Office at \$0.40 per-square-foot-per-month; and

BE IT FURTHER RESOLVED, That approval is given to pay Bishop-Hawk Company a real estate brokerage commission of approximately \$3,000 based upon percentages specified in Commission Policy 720 as applied to the net rentals; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0857H  
01M103





# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

April 2, 1985

Mr. Jack Coe  
Attorney at Law  
Brown & Root USA, Inc.  
4100 Clinton Drive  
Houston, TX 77020

## LEASE OF PSRY BUILDING 4, BAY 2

On March 13, 1985 three copies of the revised lease for Building 4, Bay 2 was transmitted to you for signature and return. To date we have not received the signed copies of the lease.

We have been notified by Joe L. Kullman, Project Construction Manager, Brown & Root will vacate the above space on or before April 30, 1985.

This letter is to advise you that we are processing an invoice for the period February 25 through April 30, 1985 and request that you return the signed copies of the lease and advise the Portland office to process the invoice upon receipt.

Nanci Crepeau  
Business Supervisor

/cmr

cc: Brian Playfair  
Guy Alvis



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PSY500000299



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

October 21, 1987

D. Scott Fitzwater  
Dil Trust  
P.O. Box 4367  
Portland, OR 97208

## SETTLEMENT OF LEASE ISSUES

This is to confirm the Port's understanding of the termination issues relating to Dillingham's lease of property at the Portland Ship Repair Yard.

1. The Port agreed to the cessation of rent for Dillingham's month-to-month leases for Buildings 50, 54, 9, 63A, 63, and Bays 11, 8, 9 and 10 of Building 4, and Bay 3 of Building 50 on September 16.
2. On the improvement items:
  - a. The Port's claim to the sandblast unit in Building 50 is documented in the letter of July 18, 1985 from Guy Alvis, a copy of which is attached.
  - b. It is the Port's position that the paint booth in Building 50 is a permanent fixture and, therefore, remains with the property.
  - c. The concrete slab in Bay 8 in Building 4 was installed before Dillingham leased this facility and, consequently, Dil Trust is not responsible for its removal. The concrete slab in Bay 9 supports a machine which is claimed by Dil Trust and the roller pit is used in conjunction with this equipment. The responsibility for removal of the slab and restoration of the roller pit area, accordingly, belongs to Dil Trust. By transferring ownership of the machinery to Cascade, Dil Trust will need to secure written acknowledgment from Cascade that they assume responsibility for removal of the slab and restoration of the floor at the end of their lease term.
  - d. By Dil Trust claiming ownership of the machine tools in Building 63, Dil Trust is responsible for the concrete slabs which underlie these machines. Dil Trust will need to obtain written acknowledgment from Cascade that they, as the new owners of the machines, are responsible for the removal of the slabs and the restoration of the floor and building at the end of their lease term.

Offices also in Pasco, Washington, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo

PSY500000300

D. Scott Fitzwater  
October 21, 1987  
Page 2

- e. Electrical: Dil Trust will either 1) make the necessary repairs to the electrical systems within Building's 4 and 50 with Port inspection of the work, or 2) the Port will do the repair work and Dil Trust will reimburse the Port at an estimated cost of \$1,670. Dil Trust also needs to reimburse the Port for the two fire hoses and reels replaced in Building 50 at a cost of \$300.
- f. Underground tanks: Prior to a release, Dil Trust will need to remove all underground tanks installed or used by Dil Trust, as well as remove any contaminated soil and materials which may exist and restore the property to its original condition.
- g. Cranes: It is the Port's position that the jib and overhead cranes, which were installed by Dil Trust in Bay 9, 10 and 11 of Building 4 and within Buildings 50 (Bay 3 and 4), 63 and 64 are permanent fixtures and, therefore, remain with the property.

3. Building 71:

We will consider an assignment of the lease pending the Port's review of Cascade's business plan. Under the assignment, Dil Trust would remain liable under the lease.

As far as a novation, the Port would not consider this alternative without compensation. The lease states that early termination would involve a payment equivalent to two years' rent. We would be willing to present a proposal for a lease buy out by Dil Trust equal to \$237,000 (two years' rent) to the Commission. As always, this would be subject to Port Commission approval.

We look forward to settling these lease issues with you.

Guy Alvis  
Manager, Ship Repair Yard

Encl.

K52:pk

bcc: P. Krause

It is understood by and between the Port of Portland and The DIL TRUST and Dillingham Corporation that the terms of the Settlement Agreement and Release do not apply to the items listed in paragraph 2 of this letter.

Dated:  
The DIL Trust

The Port of Portland

*D. Scott Fitzwater*  
*Dean M. Phillips*

APPROVED AS TO LEGAL COUNSEL  
*Dean M. Phillips*  
Dean M. Phillips

PSY500000301



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-5105

September 16, 1987

William Bergvall  
Dil Trust  
Two Embarcadero, Suite 1600  
San Francisco CA 94111

## CESSATION OF RENT/DIL TRUST MONTH-TO-MONTH LEASES

Per the request of Scott Fitzwater, the Port acknowledges cessation of rent on the above leases as follows:

<u>Lease #</u>	<u>Building Description</u>	<u>Term Date</u>
83-142	Building 50, Bay 4	4/23/87
77-145	Building 54, Bay 2	7/31/87
83-99	Building 4, Bay 11	7/31/87
83-99	Building 4, Bay 8	8/31/87
83-99	Building 4, Bay 9	8/31/87
83-99	Building 4, Bay 10	8/31/87
83-104	Building 9 (64)	8/31/87
81-111	Building 63A	8/31/87
83-103	Building 63	8/31/87
83-142	Building 50, Bay 3	8/31/87
86-103	Yard Space (115,400 sf)	8/31/87

This refers only to cessation of responsibility for rent by Dil Trust and in no way indicates a withdrawal of the concerns we have expressed over ownership of the concerns we have expressed over ownership of improvements or removal of debris and concrete footings.

If there are any questions, please call me at 231-5526.

Guy J. Alvus, General Manager  
Portland Ship Repair Yard

cc: Scott Fitzwater, Dil Trust  
Dean Phillips  
Judy Greer  
Peggy Krause



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PSY500000302



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

September 22, 1982

Mr. Ernie Brawley  
Dillingham Ship Repair  
P.O. Box 4367  
Portland, OR 97208

## AMORTIZATION OF BUILDING 71 FINAL EXPENSES

The purpose of this letter is to document the implementation and acceptance of the agreement to include the final completion of the vestibule and air conditioning unit costs into the lease payments.

The basis of this agreement is detailed in the attached letter dated September 1, 1981 from Mr. McKeown to Mr. Fitzwater.

The final costs are:

1. Vestibule	\$ 4,157
2. Air Conditioning Unit (\$9,240 & .70)	\$ 6,468
	<u>\$ 10,625</u>

The current lease payment for Building 71 is \$10,476.77 per month. This amount is divided into two categories:

Land Rent:	\$ 696.66
Building Rent:	\$ 9,780.10
<u>Monthly Lease Payment</u>	<u>\$ 10,476.77</u>

The building rent is based on the cost of completion of \$1,048,254.50. This dollar amount multiplied by the amortization factor stated in the lease agreement (.009321) equals \$9,780.10

The cost of completion amount is to be increased by the final expense of the vestibule and air conditioning unit. The new amount is:

Existing Cost	\$1,049,254.50
Vestibule & A/C	10,625.00
	<u>\$1,059,879.50</u>

Offices also in Pasco, Washington, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo

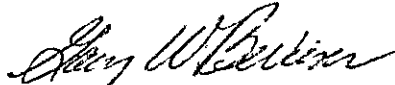
PSY500000303

The revised monthly lease payment is as follows:

Land Rent:	\$ 696.66
Building Rent:	\$ 9,879.14
<u>Monthly Lease Payment</u>	<u>\$ 10,575.80</u>

The additional amount is \$99.03 per month. The revised monthly payment amount will be implemented October 1, 1982.

The revised amount will be effective until April, 1985, at which time the lease agreement calls for an evaluation of the rate.



Gary W. Bevens  
Business Manager, PSRY

Accepted by:

  
Dillingham Ship Repair



APPROVAL OF SHIP REPAIR YARD USE AGREEMENT - NORTHWEST MARINE IRON WORKS, DILLINGHAM SHIP REPAIR, AND CROSBY AND OVERTON

Date: July 14, 1982

Presented by: Charles H. McKeown  
Manager, Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

Presently, the Port finances the shipyard with a tariff that is based on the volume of use of Port-owned equipment, such as dry docks and cranes. This method does not match the contractors' way of charging the ship owners and has caused a disproportionate allocation of expense to the individual contractors and high tariff rates that affect their competitiveness.

Staff has been meeting with the major ship repair contractors for some months to determine the best method of financing future capital expansion, rehabilitating the old shipyard area and addressing the tariff problem. The result of these negotiations is a Ship Repair Yard Use Agreement that acts as an umbrella agreement between the prime ship repair contractors and the Port, and establishes a Use Fee of 1.4 percent of the contractor billings to the ship. The Use Fee is specifically allocated to the restoration of the old shipyard facilities. This agreement basically follows the precedent set in the Portland International Airport agreement with the airlines, but is tailored for ship repair use. Just as in the Airport Agreement, the Shipyard Use Agreement charges for the non-exclusive use of Portland Ship Repair Yard in common with other users. The fee is based on the fact that the entire ship repair contract would not be assigned to a specific Portland contractor without the ship repair yard facility being available.

The Port intends to begin a four year, \$11 million rehabilitation program in the old shipyard that will be self-financed through this agreement. Adjustments to the program will be made through this agreement to reflect the cash available from traditional tariff contributions and the new Use Fee so that the capital program will remain self-financed.

The following summarizes the major terms of the agreement:

- o Term: For four years to June 30, 1986, unless sooner terminated by agreement of the Port and the majority of interest of the prime ship repair contractors (defined as at least 50 percent of the voting shares--proportional to the Use Fee contribution--and at least two in number of those signatory to the agreement). Northwest Marine Iron Works and Dillingham Ship Repair agreements will be retroactive to February 1, 1982.

Approval of Ship Repair Yard Use Agreement -  
Northwest Marine Iron Works, Dillingham  
Ship Repair, and Crosby and Overton  
Page 2

- o Contractors have the right to use PSRY facilities in common with others, ingress and egress to the facility and the right to operate their business in their own way.
- o The Port agrees to maintain and operate the facility with reasonable diligence and to develop a rehabilitation program for the old yard. The scope, timing, financing, and amount of the Use Fee for the program will be determined by agreement between the Port and the majority of interest
- o The Port's authority to set tariffs and the revenue from such tariffs and leases is unchanged. The 1.4 percent Use Fee is added for the nonexclusive use of the facility. Other resources, such as the sale of Dry Dock 2, may be used as seed capital for the rehabilitation program, but will be returned to the general account at the end of the program.
- o Payments are due 90 calendar days from the end of the accrual quarter due to long lead times in collection of ship repair revenue. Billings, on which the Use Fee is based, are limited to charges for ship repair, conversion or construction accomplished in whole or in part within the confines of PSRY. It includes all charges for subcontractors, subsidiaries, vendors, and other suppliers of goods and services, but excludes PSRY tariff charges and bad debts.
- o Disputes not resolved by agreement of the Port and the contractor shall be submitted to a third party arbitrator for settlement.
- o The Port agrees that the same terms and conditions will apply to any future contractor for comparable rights. Approval of this agreement with the above named contractors sets the precedent for all future contracts. Signing this contract will be a prerequisite for use of PSRY facilities.

This agreement will not affect the Port's present tariff setting powers or Ordinance 255 adopted for the shipyard expansion. Additional signatories to this agreement will be forthcoming in future months.

This item has been reviewed and approved by the Ship Repair Yard Committee.



Approval of Ship Repair Yard Use Agreement -  
Northwest Marine Iron Works, Dillingham  
Ship Repair, and Crosby and Overton  
Page 3

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement with Northwest Marine Iron Works and Dillingham Ship Repair for the period of February 1, 1982, to June 30, 1986.

BE IT FURTHER RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement with Crosby and Overton, Inc. for the period of July 1, 1982, to June 30, 1986; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0311H



APPROVAL OF SHIP REPAIR YARD USE AGREEMENT --  
GUNDERSON, INCORPORATED

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Date: April 10, 1985

Presented by: Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

In July 1982, the Port Commission approved the establishment of a Shipyard Use Agreement that documented the relationship between prime ship repair contractors and the Port, and established a 1.4 percent use fee to finance the rehabilitation of the old facility. In January 1985, the Commission approved Amendment 1 to that Agreement which extended the term to June 30, 1990, continued the 1.4 percent restoration fee, and added a new unrestricted 4.3 percent use fee. The Use Fee Agreement and its Amendment 1 have been signed by Lockheed Shipbuilding Corporation, Northwest Marine Iron Works, Dillingham Ship Repair, Crosby & Overton, FMC Corporation, Northwest Vacuum Truck Service, and L & S Marine.

This item requests your approval of an identical agreement and Amendment 1 with Gunderson, Incorporated, effective April 10, 1985. Gunderson recently purchased FMC's Portland operations and intends to perform work using the PSRY facilities.

This agreement will not affect the Port's present tariff-setting powers or Ordinance 255 adopted for the shipyard expansion.

This item has been reviewed and approved by the Construction and Operations Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement, as modified by Amendment 1, with Gunderson, Incorporated, for the period April 10, 1985, to June 30, 1990; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0904H  
79C583



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-5105

October 7, 1988

Doyle Thomas  
Gunderson, Inc. (FMC)  
PO Box 3616  
Portland, OR 97208

## PORTLAND SHIP REPAIR YARD USE AGREEMENT REVIEW OF FILES - TERMINATION OF USE AGREEMENT

As explained by Emily Erzen of my staff in a recent telephone conversation, the Port is reviewing its files to ensure that outstanding Use Agreements are up-to-date, in compliance, and active. Since your firm has not conducted business under the terms of the Use Agreement in quite some time, and you have no present plans to resume work in the yard, the Port would like to terminate your current Use Agreement.

As provided by Section 7.02 of the Portland Ship Repair Use Agreement with Gunderson, Inc. (FMC), dated April 10, 1985, your Use Agreement will terminate as of November 1, 1988 and all rights and privileges under it will cease on that date. If you wish to retain your Use Agreement, please send me a written notice of your intent to resume operations at PSRY before the termination date.

If at some point in the future you would like to resume work within the Portland Ship Repair Yard, the Port will ask that you enter into a limited use agreement or a project agreement. A limited use agreement covers a specific business activity for an indefinite period of time, while a project agreement covers a specific activity or project for a specific period of time. Under either agreement you will be required to:

1. Provide a certificate of insurance showing compliance with then current Port requirements. An insurance review would be conducted by the Port to determine specific policy requirements and minimum coverage amounts.
2. Provide a copy of a business plan describing the type of work activity you plan to conduct within the yard.



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PSY500000309

3. Provide any financial documents that may be required under the terms of the new use agreement.

The termination of this Use Agreement will not affect your use of steam crane #701. You have a separate agreement with the Port's dredge office for the use of that crane.

As you requested, a copy of the current PSRY tariff is enclosed.

If you have any questions or concerns, please contact Emily Erzen at 231-5000, x715.

*Guy J. Alvis*

Guy J. Alvis  
General Manager  
Portland Ship Repair Yard

Enclosure



APPROVAL OF SHIP REPAIR YARD USE  
AGREEMENT - L&S MARINE, INCORPORATED

Date: September 19, 1984

Presented by: Guy Alvis, Business Manager  
Portland Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

In July 1982, the Port Commission approved the establishment of a Ship Yard Use Agreement that documented the relationship between prime ship repair contractors and the Port, and established a 1.4 percent Use Fee to finance the rehabilitation of the old facility. Agreements have been reached with Northwest Marine Iron Works, Dillingham Ship Repair, Crosby and Overton, FMC Corporation, Marine Ways Corporation, Zidell Explorations, Northwest Vacuum Truck Service, and Pacific Marine Ship Repair, Inc. This item requests approval of an identical agreement with L&S Marine, Incorporated, effective August 6, 1984.

L&S Marine has agreed to all terms of the Ship Yard Use Agreement.

The agreement will not affect the Port's present tariff setting powers or Ordinance 255 adopted for the shipyard expansion.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement with L&S Marine, Incorporated, for the period August 6, 1984, to December 31, 1986; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0802H

# L & S MARINE INC.

P.O. Box 666  
Scappoose, Oregon 97056  
(503) 543-7934

Portland Office  
(503) 285-1474

NOV 18 1986

November 18, 1986

WSI  
P. O. Box 4768  
5555 N. Channel Ave., Bldg. 43  
Portland, OR 97217

ATTN: Mr. Doug Watson

Dear Doug:

This is to confirm our conversation of November 18, 1986.

L & S Marine, Inc., as signatory to a PSRY Use agreement, is willing to provide shipyard services to WSI at PSRY, as a sub-contractor, on a job to job basis, until such time that WSI obtains a PSRY use agreement. Services to WSI will be provided upon a purchase order from WSI to L & S, and with proof of applicable insurances. Payment is customarily based upon cost of our portion plus 20%, and payment terms are ten days.

Any contracts began with L & S will continue through L & S until completion of that job.

We are open to discussion concerning direct payment of Use and Rehab fee directly by the customer.

Yours truly,

L & S MARINE, INC.

by   
S. F. Pollard  
Operations Manager

SFP:any

PSY500000312



APPROVAL OF PROJECT USE AGREEMENT -  
NEIL F. LAMPSON COMPANY - PORTLAND SHIP REPAIR YARD

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Date: September 10, 1986

Presented by: David N. Neset  
Director, Marine Services

FACTUAL BACKGROUND AND ANALYSIS

The Neil F. Lampson Company is the successful bidder for repair work for the SARITA I derrick ship owned by Brown & Root USA, Inc. The Lampson Company seeks to sign a Project Use Agreement that will allow them the use of Portland Ship Repair Yard (PSRY) facilities for the repair of the ship.

The Project Use Agreement is similar to the standard PSRY Use Agreement except as follows:

- o The term of the agreement will be limited to the duration of the SARITA I project; and
- o The only activity authorized by the Project Use Agreement will be work related to the completion of the SARITA I project.

The Project Use Agreement will require Lampson Company to observe all the rules required by the PSRY Use Agreement, including the payment of Use Fees and Rehabilitation Fees.

Establishment of the Project Use Agreement is intended to allow PSRY staff to aggressively market the PSRY facility without adding to the number of firms authorized by the Commission to engage in general ship repair activities. It is our recommendation that the Executive Director be authorized to execute these one-time project agreements.

This item has been reviewed by the Marine/Marine Services Committee.

APPROVAL OF PROJECT USE AGREEMENT -  
NEIL F. LAMPSON COMPANY - PORTLAND SHIP REPAIR YARD  
September 10, 1986  
Page 2

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Project Use Agreement with the Neil F. Lampson Company for the purpose of completing work on the SARITA I at the Portland Ship Repair Yard; and

BE IT FURTHER RESOLVED, That the Commission hereby delegates to the Executive Director the authority to enter into Project Use Agreements for the purpose of completing specific projects with a defined term and scope; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

1485H  
01H446





APPROVAL OF SHIP REPAIR YARD USE AGREEMENT -  
LOCKPORT MARINE COMPANY

Date: May 13, 1985

Presented by: Charles H. McKeown, Manager  
Portland Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

In July 1982, the Port Commission approved the establishment of a Shipyard Use Agreement that documented the relationship between prime ship repair contractors and the Port, and established a 1.4 percent use fee to finance the rehabilitation of the old facility. In January 1985, the Commission approved Amendment 1 to that Agreement which extended the term to June 30, 1990, continued the 1.4 percent restoration fee, and added a new unrestricted 4.3 percent use fee. The Use Fee Agreement and Amendment 1 have been signed by Lockheed Shipbuilding Corporation, Northwest Marine Iron Works, Dillingham Ship Repair, Crosby & Overton, FMC Corporation, Northwest Vacuum Truck Service, Gunderson, Inc., L & S Marine, and Riedel International, Inc.

This item requests your approval of an identical agreement and Amendment 1 with Lockport Marine Company, effective May 13, 1985. Lockport intends to perform work using the PSRY facilities.

This agreement will not affect the Port's present tariff-setting powers or Ordinance 255 adopted for the shipyard expansion.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement, as modified by Amendment 1, with Lockport Marine Company, for the period May 13, 1985, to June 30, 1990; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0904H  
79B583

Legal



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-5105

October 11, 1988

Bill Gregerson  
Lockheed Shipbuilding Company  
2929 Sixteenth Avenue, S.W.  
Seattle, WA 98134

## PSRY USE AGREEMENT NOTICE OF DEFAULT WITH INTENTION TO TERMINATE

The Port of Portland hereby terminates and cancels Lockheed Shipbuilding Company's Portland Ship Repair Yard Use Agreement dated March 29, 1982, as provided by Section 7.02 of the Use Agreement which reads:

"Section 7.02 - Termination at Option of Port: The Port may, at its option, terminate and cancel this Use Agreement immediately upon the abandonment for a period of ninety (90) days by the Contractor of the conduct of its business at the PSRY or in the Port District if not based at the PSRY."

All rights and privileges of Lockheed Shipbuilding Company as specified under Article III of the Use Agreement shall cease immediately.

*Guy J. Alvis*

Guy J. Alvis  
General Manager  
Portland Ship Repair Yard



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PSY500000316



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

December 7, 1983

Marine Propulsion Service, Inc.  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217

## MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES

The purpose of this letter is to establish a month to month agreement between Marine Propulsion Services, Inc. and the Port of Portland for utility services provided by the Port to the area leased by Marine Propulsion Services, Inc. which is designated as Building 50, Bay 2, located at the Portland Ship Repair Yard.

The monthly charge for utility service is to include usage of any or all of the following utilities: steam heat. The usage of these utilities is limited to the utility services available at the specific area being leased and to the extent of available capacities at the time of usage.

Usage of other utility services will be metered and charged at PSRY tariff rates.

The Port agrees that it will maintain and operate with reasonable diligence the utility service facilities and services.

The Lessee shall keep and hold the Port, its' Commissioners, officers agents, or employees free and harmless from any and all claims and actions and all expenses incidental to the investigation or defense thereof claimed by anyone by reason of injury or damage to persons, property or loss of work sustained as a result of the availability or lack of availability of the utility services normally provided to the leased space.

The monthly charge for the utility services, supplied to Building 50, Bay 2, is stated to be ~~\$100.00~~ <sup>\$60.00</sup> per month payable in advance. Lessee shall pay the Port monthly on or before the tenth (10th) day of each calendar month. The term of this agreement shall commence on December 1, 1983 and continue on a month to month basis.

The Port of Portland shall periodically monitor usage, and the cost of applying the utilities to the leased space.

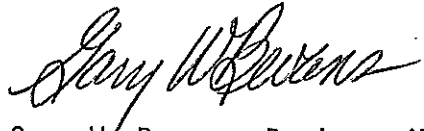
Modification to the charges stated in this agreement for utility service shall be at the sole discretion of the Port of Portland and be subject to a minimum of thirty days advance notice to the lessee.

Offices also in Pasco, Washington, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo

PSY500000317

MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES  
Page 2

NOTE: Enclosed are three copies of this agreement. Please approve of the terms and conditions stated herein by signing where indicated. Return two signed copies to me for further processing.



Gary W. Bevens, Business Manager  
Portland Ship Repair Yard

Accepted by,



GWB:rr

"Imagineering a better world"

FYI: Shirley



RIEDEL  
INTERNATIONAL, INC.

Ports O' Call

CORPORATE OFFICE MAILING ADDRESS:  
4555 N. Channel Ave. P.O. Box 3320  
Portland, OR 97208-3320  
Phone: (503) 285-9111 • Telex: 151372

August 18, 1986

Port of Portland  
Box 3529  
Portland, OR 97208

Attn: Mary Bowles

Marine Ways Corporation is no longer actively pursuing ship repair work in the Portland area. We, therefore, request that our Use Agreement with the Portland Ship Repair Yard, Contract Number 82-121, be terminated effective this date.

If you have any questions regarding the foregoing, please contact me.

Sincerely,

James R. Oliphant  
General Manager  
Marine Ways Corporation

JRO:lw

cc: Riedel International Inc.  
Knappton Corporation  
Western Transportation

**"Helping Build the West . . . and Beyond"**

CALIFORNIA LAUNCH SERVICES CORP.  
LONGVIEW CONCRETE CO.  
OMNI RUBBER PRODUCTS, INC.  
PIONEER CONSTRUCTION MATERIALS CO.  
WESTERN MARINE-BRAZIL LTDA.

WESTERN-PACIFIC CONSTRUCTION MATERIALS CO.  
WESTERN-PACIFIC DREDGING CO.  
WESTERN-PACIFIC DRILLING CO.  
WESTERN-PACIFIC ERECTORS  
WESTERN-PACIFIC MARINE SERVICES CO.

WESTERN-PACIFIC PILEDRIVING CO.  
WESTERN TUG & BARGE CORP.  
WILLAMETTE TUG & BARGE CO.  
WILLAMETTE WESTERN CO.  
WORLD SECURITY SERVICES CO.

SEP 18 1986

PSY500000319



APPROVAL OF SHIP REPAIR YARD USE AGREEMENT -  
MARINE WAYS CORPORATION AND FMC CORPORATION

Date: September 8, 1982

Presented by: Charles McKeown  
Manager, Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

In July, the Port Commission approved the establishment of a Ship Yard Use Agreement that documented the relationship between prime ship repair contractors and the Port, and established a 1.4 percent Use Fee to finance the rehabilitation of the old facility. Agreements with Northwest Marine Iron Works, Dillingham Ship Repair, and Crosby and Overton were approved. This item requests approval of identical agreements with FMC Corporation effective August 6, 1982, and Marine Ways Corporation effective August 23, 1982.

The following summarizes the major terms of the agreement:

- o Term: For four years to June 30, 1986, unless sooner terminated by agreement of the Port and the majority of interest of the prime ship repair contractors (defined as at least 50 percent of the voting shares--proportional to the Use Fee contribution--and at least two in number of those signatory to the agreement).
- o Contractors have the right to Portland Ship Repair Yard facilities in common with others, ingress and egress to the facility and the right to operate their business in their own way.
- o The Port agrees to maintain and operate the facility with reasonable diligence and to develop a rehabilitation program for the old yard. The scope, timing, financing, and amount of the Use Fee for the program will be determined by agreement between the Port and the majority of interest.
- o The Port's authority to set tariffs and the revenue from such tariffs and leases is unchanged. The 1.4 percent Use Fee is an added fee for the nonexclusive use of the facility. Other resources, such as the sale of Dry Dock 2, may be used as seed capital for the rehabilitation program, but will be returned to the general account at the end of the program.
- o Payments are due 90 calendar days from the end of the accrual quarter due to long lead times in collection of ship repair revenue. Billings, on which the Use Fee is based, are limited to charges for ship repair, conversion, or construction accomplished in whole or in part within the confines of Portland Ship Repair Yard. It includes all charges for subcontractors, subsidiaries, vendors, and other suppliers of goods and services, but excludes Portland Ship Repair Yard tariff charges and bad debts.

Approval of Ship Repair Yard Use Agreement -  
Marine Ways Corporation and FMC Corporation  
Page 2

- o Disputes not resolved by agreement of the Port and the contractor shall be submitted to a third party arbitrator for settlement.
- o The Port agrees that the same terms and conditions will apply to any future contractor for comparable rights. Signing this contract is a prerequisite for use of Portland Ship Repair Yard facilities.

The agreement will not affect the Port's present tariff setting powers or Ordinance 255 adopted for the shipyard expansion.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement with FMC Corporation for the period August 6, 1982, to June 30, 1986; and

BE IT FURTHER RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement with Marine Ways Corporation for the period August 23, 1982, to June 30, 1986; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0367H



APPROVAL TO ENTER INTO USE AGREEMENT -  
C. H. MURPHEY, INC. - PORTLAND SHIP REPAIR YARD

---

Date: November 13, 1985

Presented by: David Neset  
Manager, Marine Services

FACTUAL BACKGROUND AND ANALYSIS

In July 1982, the Port Commission approved the establishment of a Shipyard Use Agreement that documented the relationship between prime ship repair contractors and the Port, and established a 1.4 percent use fee to finance the rehabilitation of the old facility. In January 1985, the Commission approved Amendment 1 to that Agreement, which extended the term to June 30, 1990, continued the 1.4 percent restoration fee, and added a new unrestricted 4.3 percent use fee. The Use Fee Agreement and its Amendment 1 have been signed by Northwest Marine Iron Works, Dillingham Ship Repair, Crosby & Overton, Northwest Vacuum Truck Service, L & S Marine, Pacific Maritime Ship Repair, Gunderson Inc., Marine Ways, Lockheed, Lockport, and Riedel International.

This item requests your approval of an identical Agreement and Amendment 1 with C. H. Murphey, Inc., effective October 1, 1985. C. H. Murphey, a provider of boiler refractory services and repair located in Portland intends to perform work using the PSRY facilities.

This agreement will not affect the Port's present tariff-setting powers or Ordinance 255 adopted for the shipyard expansion.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a Ship Repair Yard Use Agreement, as modified by Amendment 1, with C. H. Murphey, Inc., for the period October 1, 1985, to June 30, 1990; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

1164H  
01L001





# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

April 17, 1986


Mr. Chuck Stilson  
Columbia I & S, Inc.  
5555 N. Channel Ave., Bldg. 10  
Portland, OR 97217

LONG-TERM LEASE  
PSRY BUILDING 10

In response to our telephone conversation the other day, I am prepared to grant your request to pay off the remaining term of the lease and to terminate the lease effective the date that PSRY receives payment.

According to our records, the amount owed, including amounts previously billed and unpaid, is \$2097.04. If this amount is paid prior to April 30, 1986, you can avoid interest penalties for amounts currently overdue.

If you have any questions, I can be reached at 231-5568.

  
Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

/cmr

3/91

TENANT LOCATIONS IN YARD

SHIP REPAIR YARD TENANTS (p. 1)

YARD LOCATION

ALLSTATE INDUSTRIAL AND MARINE CLEANING  
5555 N. Channel, Bldg. 80  
Portland, OR 97217  
289-6623

Building 80, downstairs

ALLWASTE ASBESTOS ABATEMENT, INC.  
204 S.E. Stonemill Drive, Suite 270  
Vancouver, WA 98684  
(206) 735-0705

Building 10, downstairs  
N.W. corner

AMERICAN BUREAU OF SHIPPING  
5555 N. Channel, Bldg. 10  
Portland, OR 97217  
285-1434 or 228-1143 (downtown)

Bldg. 10, S.W. side  
downstairs

AMSCO REFRIGERATION, INC.  
5555 N. Channel, Bldg. 43  
Portland, OR 97217  
289-1863

Bldg. 43

E.J. BARTELLS COMPANY  
P.O. Box 3086  
Portland, OR 97208  
289-0375

Bldg. 72, Bay 6

BLASCO, INC.  
5128 N. Albina Street  
Portland, OR 97217  
284-4756

Bldg. 80  
downstairs

CASCADE GENERAL  
5555 N. Channel, Bldg. 71  
Portland, OR 97217  
285-1111

Bldg. 63, 64 & 71  
Bldg. 4, Bays 6, 7, 8,  
9, 10 & 11  
Bldg. 50, Bay 3  
Bldg. 73, Bay 2  
Yard Space

CHEMPRO  
5420 N. Lagoon  
Portland, OR 97217  
283-1150

Bldg. 70

PSY500000324

3/91

TENANT LOCATIONS IN YARD

SHIP REPAIR YARD TENANTS (p. 2)

	<u>YARD LOCATION</u>
COAST GUARD OFFICE 5555 N. Channel, Bldg. 10 Portland, OR 97217 240-9348	Bldg. 10, Downstairs S.W. Corner
DIAMOND K P.O. Box 11228 Portland, OR 97211 289-5478	Bldg. 80, downstairs Yard space, east of Bldg. 73, Bay 2
FARR WEST MARINE, INC. P.O. Box 8789 Portland, OR 97207 289-8907	Bldg. 10, Upstairs
FRAZER BOILER & DIESEL 5555 N. Channel, Bldg. 10 Portland, OR 97217 (206) 932-1800	Bldg. 10, S.E. Corner, downstairs
GOVERNMENT SERVICES ADMINISTRATION 5555 N. Channel Portland, OR 97217	Bldg. 10, downstairs
DONALD HUDSON 5555 N. Channel, Bldg. 4 Annex Portland, OR 97217 285-7107	Bldg. 4 Annex, Upstairs
INTERNATIONAL MARINE & INDUSTRIAL P.O. Box 1290 Theodora, AL 36590	Yard Space, east of Bldg. 73, Bay 1
JIGGS FLOORS, INC. 4835 N. Albina Avenue Portland, OR 97217 249-5835	Bldg. 10, N.E. Corner downstairs

PSY500000325

3/91

TENANT LOCATIONS IN YARD

SHIP REPAIR YARD TENANTS (p. 3)

	<u>YARD LOCATION</u>
LIPS PROPELLERS P.O. Box 17161 Portland, OR 97217 289-9830	Trailer, Bldg. by 54
M.M.P. INSPECTIONS, INC. 5555 N. Channel, Bldg. 10 Portland, OR 97217 286-1174	Building 10, Suite C
TOM MAPLES & ASSOCIATES 5555 N. Channel, Bldg. 4 Annex Portland, OR 97217 286-0776	Bldg. 4 Annex downstairs
MARINE PROPULSION SERVICES 5555 N. Channel, Bldg. 50 Portland, OR 97217 283-2795	Bldg. 50, Bays 2 & 4 S.E. Corner, Bldg. 80 Shop
JOHN MURDOCK 5555 N. Channel, Bldg. 4 Annex Portland, OR 97217 289-7614	Bldg. 4 Annex, downstairs
RONALD NISBET ASSOCIATES 5555 N. Channel, Bldg. 10 Portland, OR 97217 283-2668	Bldg. 10
NORTHWEST MARINE, INC. 5555 N. Channel, Bldg. 2 Portland, OR 97217 285-7557	Bldg. 73, Bay 1 Bldg. 10, shop, office Yard space near B306
PACIFIC COAST ENVIRONMENTAL, INC. 5555 N. Channel, Bldg. 4 Annex Portland, OR 97217 283-6747	Bldg. 4 Annex, Office

PSY500000326

3/91

TENANT LOCATIONS IN YARD

SHIP REPAIR YARD TENANTS (p. 4)

	<u>YARD LOCATION</u>
PORT OF PORTLAND ADMIN. OFFICE	Bldg. 50, Upstairs
PORTLAND ASSOCIATES FOR SEA SERVICES 5555 N. Channel Portland, OR 97217 285-3062	Bldg. 10, Upstairs
W & O SUPPLY 5555 N. Channel, Bldg. 72 Portland, OR 97217 289-8882	Bldg. 72, S.W. Corner Bay 1
WALLASHEK INDUSTRIES 5211 1st Avenue South, Unit C  Seattle, WA 98108 285-9926	Bldg.10 Office Suite A Bldg.10 Shop S.E. Corner
WESTEST, INC. 5555 N. Channel, Bldg. 4 Annex Portland, OR 97217 285-7959	Building 4 Annex
WEST STATE, INC. 5555 N. Channel, Bldg. 72 Portland, OR 97217 285-9706	Bldg. 72, Upstairs Bays 2, 3, 4, 5, and part of 6 - yardspace Bldg. 4 Bays 1 & 2 Bldg. 80 Upstairs

PSY500000327



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

August 21, 1990

Mr. Loy Kahler  
President  
Cascade General Inc.  
5555 North Channel Avenue  
Portland, OR 97217

## EXTENSION OF USE AGREEMENT

Dear Loy:

Pursuant to Paragraph 1 of the extension agreement dated June 15, 1990, between the Port of Portland and Cascade General, and your request for a further extension, the Port agrees to extend the use agreement with Cascade General through September 30, 1990, or until the new facility agreement becomes effective, whichever first occurs.

Yours very truly,

Robert L. Woodell  
Executive Director



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C.,  
Hong Kong, Seoul, Taipei, Tokyo

PSY500000328



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

September 21, 1990

Bruce G. Berning  
Tonkin Torp & Galen  
888 S.W. Fifth  
Portland, OR 97202

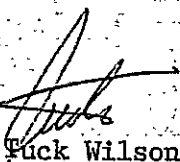
## NORTHWEST MARINE EXTENSION AGREEMENT

Dear Bruce:

Pursuant to Paragraph 1 of the extension agreement between the Port and Northwest Marine dated June 29, 1990, the use agreement expires September 30 unless by September 26 Northwest Marine has requested an extension and the Port has concurred in writing.

Please advise concerning your client's intentions.

Cordially,

  
Rick Wilson  
Legal Department

cc: M. Brian Playfair  
Bruce Robeson  
Bill Supak  
Linn Young

12L202



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000329

TONKON, TORP, CALEN, MARMADUKE & BOOTH

ATTORNEYS AT LAW

1600 PIONEER TOWER  
888 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204-2099  
(503) 221-1440  
FAX (503) 274-8779  
TELEX 360823-HQ-PTL

September 25, 1990

VIA TELECOPY

Mr. Tuck Wilson  
Legal Department  
Port of Portland  
700 N. E. Multnomah  
Portland, OR 97232

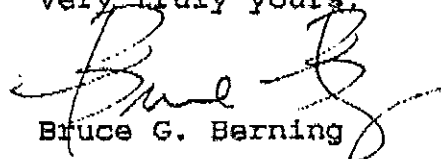
Re: Northwest Marine, Inc.

Dear Tuck:

Northwest Marine, Inc. hereby requests a further extension of its Use Agreement through October 31, 1990.

Kindly confirm in writing the Port's concurrence with such extension.

Very truly yours,

  
Bruce G. Barning

B-B/aks

PSY500000330





# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 1
To	William Johnston	
From	Robert Woodell	
Co.	N.W. Marine Inc.	
Co.	Port of Portland	
Dept.	Phone #	
Fax #	240-6600	Fax # 231-5372

September 27, 1990

Mr. William Johnston  
Vice President  
Northwest Marine Inc.  
5555 North Channel Avenue  
Portland, OR 97217

## EXTENSION OF USE AGREEMENT

Dear Bill:

Pursuant to Paragraph 1 of the Extension Agreement dated June 29, 1990, between the Port of Portland and Northwest Marine Inc., and your request for a further extension, the Port agrees to extend the use agreement with Northwest Marine Inc. through October 31, 1990.

Yours very truly,

Robert L. Woodell  
Executive Director



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000331

File NWSM  
Use Agreement

TEMPORARY RULES FOR THE  
ISSUANCE OF PERMITS FOR THE USE OF THE  
PORTLAND SHIP REPAIR YARD BY SHIP REPAIR CONTRACTORS

PSY500000332

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TEMPORARY RULES FOR THE  
ISSUANCE OF PERMITS FOR THE USE OF THE  
PORTLAND SHIP REPAIR YARD BY SHIP REPAIR CONTRACTORS

SECTION 1. SCOPE OF RULES

The Port of Portland ("the Port"), a public corporation created by the State of Oregon for purposes of promoting the maritime, shipping, aviation, commercial and industrial interests of the Port, operates the Portland Ship Repair Yard ("PSRY"). The Port makes the facilities of the PSRY available for use by ship repair contractors who require use of the berths, dry docks and other ship repair equipment available at the PSRY. Some prime ship repair contractors utilize PSRY facilities pursuant to contractual agreements ("Use Agreements"). These rules establish procedures for use of PSRY facilities by prime ship repair contractors who do not have Use Agreements with the Port.

To obtain the right to use the PSRY, a prime ship repair contractor who is not a party to an effective Use Agreement must apply for and obtain a PSRY Ship Repair Contractor Permit, as detailed in these rules. If the Port grants such application, and if the applicant agrees to be bound by all rules adopted by the Port for governance of the PSRY and to pay all tariffs and charges for use of the PSRY, the applicant shall have the right to use the PSRY in common with all other such permittees and users and with ship repair Contractors operating under Use Agreements.

Prime ship repair contractors operating at PSRY also rent space from the Port for their exclusive use pursuant to Leases. Such Leases are not affected by these Rules.

These Rules do not apply to the use of PSRY by parties who are not Prime Ship Repair Contractors, or to Prime Ship Repair Contractors using the PSRY pursuant to effective Use Agreements.

SECTION 2. DEFINITIONS

The terms defined in this Section for all purposes of these Rules shall have the following meanings, except where the context or clear implication requires otherwise:

A. "Executive Director" means the Executive Director of the Port.

B. "Gross Billings" shall mean all amounts charged by a Permittee for work which is accomplished in whole or in part in the PSRY (including, without limitation, ship repair, maintenance, conversion or construction work), less (i) Tariff Charges paid by Permittee to Port billed by Permittee as part of Gross Billings and (ii) amounts billed by Permittee and later written off as bad debts. Bad debts written off and later recovered shall be included in Gross Billings when recovered. Gross Billings include charges made by Permittee for subcontractors, subsidiaries or affiliated companies, vendors and other suppliers of goods and services.

C. "Lease" means any separate Lease between Port and a Permittee for the exclusive use by Permittee of a specific portion of PSRY which may be in effect from time to time.

D. "Permit" means a PSRY Ship Repair Contractor Permit issued to a Prime Ship Repair Contractor substantially in the form attached hereto as Schedule 1.

E. "Permittee" shall mean a Prime Ship Repair Contractor utilizing PSRY facilities pursuant to a Permit issued under these Rules.

F. "Prime Ship Repair Contractor" is a business or company engaged in ship repair, conversion, or construction in Portland, Oregon, using the facilities of the PSRY and charging for such services directly to the ship owners or operator.

G. "PSRY" means the Portland Ship Repair Yard which is owned and operated by the Port.

H. "Tariff" means Port Tariff 37-B and any replacement or additional Tariffs adopted from time to time by the Port establishing Tariff Charges for the use of the PSRY facilities.

I. "Use Agreement" means an agreement between Port and a Prime Ship Repair Contractor for the use of PSRY.

### SECTION 3. APPLICATION FOR PERMIT

Any Prime Ship Repair Contractor desiring to use the PSRY who is not a party to a currently effective Use Agreement shall apply to the Port for a Permit on the then current application form, to be provided by the Port. In such application form, the applicant shall provide information regarding:

- a. The scope of the work it expects to perform at the PSRY;

- b. The means by which it will guarantee payment to the Port of Tariff Charges, Use Fees and other fees incurred for use of PSRY facilities;
- c. Its projected employment levels; and
- d. Its financial condition.

An application shall not be required for Prime Ship Repair Contractors who were parties to effective Use Agreement on June 30, 1990.

#### SECTION 4. PERMIT ISSUANCE PROCESS.

The Executive Director of the Port shall, no later than sixty days after the submittal of an application for a Permit, decide whether to grant such application. In making such decision, the Executive Director shall consider:

- a. The financial ability of the applicant;
- b. The capacity of the PSRY facilities;
- c. The effect that issuing the Permit will have on the Port's objective of administering the PSRY so as to further the goals set forth in ORS Chapters 777 and 778.

If the Executive Director determines that he or she is unable to rule on the application without further information from the applicant, the Executive Director shall issue an information request to the applicant. Such information request shall be issued at least 20 days prior to the Executive Director's final consideration of the application, and the applicant shall be allowed at least 10 days to respond.

#### SECTION 5. TERMS OF PERMITS.

If the Executive Director decides to grant an application for a Permit, the Port will issue the Permit subject to the terms and conditions of these Rules and subject to such additional conditions and payment terms as the Executive Director deems appropriate to protect the interest of the Port. Such terms and conditions may vary from one Permittee to another. Permits issued by the Port shall be effective for such term as shall be set forth in the Permit. The minimal term shall be thirty days. Upon expiration of such term, the Permittee shall immediately vacate the PSRY.

## SECTION 6. APPEAL OF DENIAL.

If the Executive Director denies a Permit application, the applicant shall have the right to appeal such denial to the Port Commissioners by filing a Notice of Appeal. The applicant may file, within twenty days of its Notice of Appeal, a written statement setting forth the reasons it believes the Executive Director's decision should be reversed. The Port Commissioners shall, at their next regularly scheduled meeting, review the initial application, all information reviewed by the Executive Director in consideration of that application, and the applicant's written statement in support of its appeal. The Port Commissioners may, at their discretion, request the applicant to appear for a hearing on the appeal. The Port Commissioners shall issue a written decision on the appeal.

## SECTION 7. REVOCATION OR TERMINATION OF PERMIT.

Section 7.01 - Revocation for Default. If, during the term of any Permit:

A. The Permittee shall fail to pay when due and owing any sum due under the Permit or these Rules and such failure shall continue for ten (10) days or Permittee shall fail to comply with other payment arrangements agreed upon by Port and Permittee; or

B. The Permittee shall fail to observe or perform any other of the Permittee's obligations under these Rules and such failure shall not be cured by Permittee within thirty (30) days after written notice thereof by the Port; or

C. The Permittee's interest in a Permit is mortgaged, pledged, or otherwise encumbered or transferred either voluntarily or by operation of law, or such interest or any part thereof be assigned or sublet by Permittee; or

D. The Permittee shall file any petitions or institute any proceeding under the Bankruptcy Code, either as such Code now exists or under any amendment thereof which may hereafter be enacted, or under any act or acts, State or Federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt, or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby the Permittee asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from all or any of the Permittee's debts, or asks, seeks, or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Permittee's debts, or for any similar relief, or if an involuntary petition in bankruptcy is filed against the Permittee and the same is not



discharged within sixty (60) days from such filing, or if any other petition or any other proceedings of the foregoing or similar kind of character be filed or be instituted or taken against the Permittee, or if a receiver of the business or of the property or assets of the Permittee shall be appointed by any court except a receiver appointed at the request of the Port, or the Permittee shall make a general or any assignment for the benefit of the Permittee's creditors;

Then in any such events, the Permittee shall be in default under these Rules.

If the Permittee shall be in default under these Rules the Port may, at its election, at the time the Permittee shall be in default hereunder, or at any time thereafter while such event of default shall continue, give the Permittee written notice of intention to terminate its Permit on a date specified in said notice, which date shall not be earlier than ten (10) days after such notice is given, and if all defaults have not been cured on the date so specified, the Permittee's rights, privileges, and possessions under the Permit shall cease, and the Port may cancel all of the Permittee's rights and privileges under the Permit and these Rules.

Section 7.02 - Termination at Option of Port. The Port may, at its option, terminate and cancel a Permit immediately upon the abandonment for a period of ninety (90) days by the Permittee of the conduct of its business at the PSRY or in the Port District if not based at the PSRY.

Section 7.03 - Termination at Option of Permittee. Permittee may, at its option, terminate a Permit at any time without relieving Permittee of any obligation under the Permit or these rules relating to periods prior to such termination.

Section 7.04 - Effects of Termination. Termination of a Permit shall not relieve Permittee of its liability for all charges accrued under these Rules to the date such termination becomes effective or from its liability for all other sums then owing by Permittee under these Rules, nor shall such termination relieve Permittee of its obligations under these Rules for occurrences prior to such termination.

## SECTION 8. PERMITTEES' RIGHTS AND OBLIGATIONS.

Section 8.01 - Common Use Rights. Permittees, in common with all other Prime Ship Repair Contractors and other users using the PSRY, may utilize the PSRY and its appurtenances for the purpose of conducting Permittees' business of ship repair, conversion and construction.

Section 8.02 - Permittee Maintenance. Permittees shall require their employees and agents to maintain and keep those portions of the PSRY used by Permittees in a neat, clear and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from the use of said areas in its ship repair activity.

Section 8.03 - Removal of Debris. Permittees shall promptly remove any debris, materials, supplies, equipment, or other items used by Permittee from any part of the PSRY and may place any such debris, etc., only in such storage areas as may be designated by the Port and may store such debris, etc., only for such length of time and upon such terms and conditions as may be set forth in the then current Tariff. Should a Permittee fail to remove any of its debris, etc., promptly in accordance with this Section, the Port may, but shall not be obligated to, cause the removal of such debris, etc., and Permittee shall reimburse the Port for all costs of such removal. Port shall have no liability to Permittee for any and all claims for damage to the material or otherwise arising from or in any way connected with such removal by the Port.

Section 8.04 - Signs. Permittee may erect and maintain suitable signs or identification at the PSRY with the prior written consent of the Port. Prior to the erection, construction, or placing of any signs or identification on the PSRY, Permittee shall submit to the Port, for its approval in writing, such drawings, sketches, design, dimensions, type and character of identification, and any conditions, restrictions, or limitations with respect to the use thereof stated by the Port shall become conditions hereof a though set forth herein in full.

Section 8.05 - Ingress, Egress, and Purchase of Supplies. Subject to and in accordance with all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the Port for the regulation thereof, a Permittee shall have the right and privilege over the roads, ways, and public areas of the PSRY of ingress to an egress from any premises it might occupy in the PSRY pursuant to separate Lease between the Port and the Permittee, and the public facilities used in connection therewith, for its agents, servants, or employees and patrons, invitee, its suppliers of material, fuel, and furnisher of services, and its equipment, vehicles, machinery, necessary or required, for the performance of its ship repair business conducted at the PSRY, and no charges, fees, or tolls shall be imposed by the Port upon Permittee or any of said persons for the right of ingress and egress and for the privilege of selling supplies, materials, fuel, equipment and services.

Permittee shall be free, at all times, to select suppliers, surveyors, and furnisher of materials, supplies, equipment and services of its own choosing. Nothing in this Section shall be construed as in any way limiting the general powers of the Port fully to exercise its governmental functions.

Section 8.06 - Rules and Regulations. Permittee shall comply with all other rules and regulations of the Port or the Executive Director regarding the PSRY, whether now existing or hereafter adopted.

#### SECTION 9. MAINTENANCE AND OPERATION OF PSRY.

The Port agrees will maintain and operate with reasonable diligence the PSRY and all common user and public appurtenances, facilities and services now or hereafter connected therewith as Port, in its discretion, deems appropriate.

#### SECTION 10. FEES AND CHARGES.

Section 10.01 - Tariff Charges. For the use of drydocks, berths, crane, utility system and exclusive open space and other specific facilities, equipment or services, Permittee shall pay Tariff Charges as set forth in the then current Tariff.

Section 10.02 - Lease Revenues. For exclusive space leased to Permittee, Permittee shall pay rents as provided in the applicable Leases.

Section 10.03 - PSRY Use Fee. For the use of the facilities of PSRY, Permittee shall pay a Use Fee at the rate of 5.7 percent of the Permittee's Gross Billings. Port shall have the right, following notice to Permittee, to increase or decrease the Use Fee as a percentage of Permittee's Gross Billings effective one month after the notice.

Section 10.04 - Safety Fees. Permittee shall pay monthly in advance a Safety Fee established by Port. The Safety Fee shall be equal to Port's estimated costs of providing first aid and security services, divided by the number of Prime Ship Repair Contractors operating at PSRY plus one.

Section 10.05 - Payment Terms. The terms of payment of Tariff Charges and the Fees shall be set forth in the Permit. Port may consider the financial condition of a Permittee in establishing payment terms, and may establish differing payment terms for different Permittees.

Section 10.06 - Contractor Records. Contractor shall, at all times, maintain and keep books, ledgers, accounts, or other records at Portland, Oregon, wherein are accurately kept all entries reflecting the total billings and exclusions of Permittee relative to business conducted in whole or in part within the confines of the PSRY. Such books, ledger, accounts or other records shall be audited at the end of the Permittee's fiscal year by Permittee's certified public accounting firm and Port provided with a certified report attesting to the meeting the provisions of this agreement.

## SECTION 11. INDEMNITY AND INSURANCE.

Section 11.01 - Indemnity. Permittee shall indemnify and save and hold harmless the Port of Portland, its commissioners, agents, or employees from and against all claims and actions and expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or their property, caused by the fault or negligence of the Permittee, its agents, or employees in the use or occupancy of the PSRY ship repair facilities and equipment. The Port shall give to the Permittee and any vessel owner prompt and reasonable notice of any such claims or actions and the Permittee and vessel owner shall have the right to investigate, compromise and defend same.

### Section 11.02 - Insurance.

A. Permittee shall, at its expense, maintain in full force and effect during the term of any Permit a Ship Repairer's Legal Liability Policy and a Comprehensive General Liability policy placed with underwriters satisfactory to the Port. The Comprehensive General Liability policy shall be endorsed to include automobile, products, completed operations, personal injury, broad form contractual, and sudden accidental pollution liability and shall specifically recognize and insure the indemnity provisions appearing as Section 11.01 of these Rules. Permittee shall, prior to entering the PSRY premises under a Permit, furnish to the Port appropriate certificates of insurance evidencing the insurance coverage required under these Rules. Coverage shall be not less than Five Million Dollars (\$5,000,000) Combined Single Limit or split limits equal to not less than \$5,000,000 for Bodily Injury and Property Damage with respect to each occurrence (or such greater amount as may be mutually determined by the Port and Permittee). The insurance policies shall not be subject to cancellation or material change except after notice to the Port by registered mail at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expiration(s) during the term of a Permit, written evidence of renewal shall be furnished to the Port at least thirty (30) days prior to such expiration.

B. The Port shall, during the term of this Permit, procure and maintain Liability and Property insurance for the PSRY in such amounts and for such insured coverages as Port may determine reasonable to protect the Port's shipyard assets in common use. Proof of insurance will be provided to Permittee upon request.

#### SECTION 12. SECURITY ARRANGEMENTS.

Port may require Permittee, as security for the payment of Use Fees, Tariff Charges and other amounts due under these Rules, to maintain in effect, at all times during the term of a Permit and so long thereafter as any amounts owing under these Rules remain unpaid, an irrevocable stand by letter of credit in such amount as shall be deemed appropriate by the Port. The letter of credit shall be in a form reasonably acceptable to Port with payment on the letter of credit conditioned solely on receipt by the issuing bank of notice from the Port of a payment demand. In the event Port draws on the letter of credit, Permittee shall promptly replenish the amount drawn so that, at all times, the Port will have a letter of credit in the amount designated by the Port.

Port may, from time to time, reevaluate the amount of the letter of credit in light of the financial condition of Permittee and the amounts anticipated to be owing by Permittee, and notify Permittee of an increase or decrease in the required amount of the letter of credit. Port shall not demand that the letter of credit be increased in excess of the total Use Fees and Tariff Charges that Port estimates Permittee will incur in any one billing period (being the period specified in the Permit between the issuance of invoices and the date payment is due) in the remaining term of the Permit. Within ten (10) days after the effective date of Port's notice of any increase in the letter of credit, Permittee shall provide Port with a letter of credit, meeting the requirements of this Section, in such newly established amount. Port may, in its sole discretion, accept other forms of security in lieu of a letter of credit.

#### SECTION 13 - GENERAL PROVISIONS.

##### Section 13.01 - Permit Subordinate to Bond Ordinance.

Any Permit issued under these Rules and all rights of the Permittee are expressively subordinated and subject to the lien and provisions of any pledge or assignment made by the Port to secure any Bonds and to the rights of the Trustee appointed under Port of Portland Ordinance No. 255 and the holders of said Bonds issued under Ordinance No. 255 and to the terms and conditions of Ordinance No. 255. The Trustee and, to the extent permitted by Ordinance No. 255, the holders of the said

Bonds shall possess, enjoy, and may exercise all rights of the Port hereunder to the extent such possession, enjoyment, and exercise are necessary to ensure compliance by the Permittee and the Port with the terms and provisions of these Rules.

Section 13.02 - Rules and Regulations. The Port shall have the right to adopt and enforce reasonable Tariffs, rules and regulations not in conflict with the terms of these Rules with respect to the use of the PSRY, which Permittee shall observe and obey.

Section 13.03 - Assignment. Neither the Permittee nor any assignee or other successor of the Permittee shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer, or encumber a Permit or any of Permittee's rights under a Permit, nor license or permit the use of the rights granted under a Permit in whole or in part without the prior written consent of the Port.

Section 13.04 - Nonwaiver. Any waiver by Port of any breach of these Rules by Permittee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture, termination, or cancellation of a Permit for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of payment of fees, charges or other payments.

Section 13.05 - Continuity of Work. A Permittee may not engage in activities or abandon work in progress which would have the effect of denying use in common with others of the PSRY.

Section 13.06 - Disputes. Any dispute arising out of the application of terms of these Rules, shall be forwarded to a third party arbitrator of mutual selection that will make the final and binding ruling as to the settlement of the dispute.

Section 13.07 - Advances by Port. If a Permittee shall fail to do anything that affects the common use of the Port facilities, the Port may, at its sole option, after giving written notice to the Permittee, do such act or thing on behalf of the Permittee, and upon notification to the Permittee of the cost thereof by the Port, the Permittee shall promptly pay the Port the amount of that cost.

Section 13.08 - Attorneys' Fees. In the event any action, or suit or proceeding is brought to collect the fees and charges due, or to become due hereunder, or any portion thereof, or to take possession of any premises or enforce compliance with a Permit, or for failure to observe any of the provisions of these Rules or a Permit, the prevailing party in such suit or action shall be entitled to such sum as the court

may adjudge reasonable as attorneys' fees to be allowed in such suit, action, or proceeding, or in the event of an appeal, as allowed by the appellate court.

Section 13.09 - Statutory Provisions. These Rules are subject to the provisions of Oregon Revised Statutes 279.312 through 279.320, inclusive, which, by this reference, are incorporated herein as fully as though set forth verbatim.

Section 13.10 - Approval or Direction by Port. Wherever consent, approval, or direction by the Port is required in these Rules, such consent, approval, or direction by the Port shall be effective only if given by the Executive Director of the Port or his designee in the manner as set forth in these Rules. Nothing requiring consent, approval, or direction from the Port shall be unreasonably requested by the Permittee nor shall such consent, approval, or direction be unreasonably withheld by the Port.

Section 13.11 - Notices. All notices required under these Rules or a Permit shall be addressed, if to Port, to Port of Portland Ship Repair Yard, PO Box 3529, Portland, Oregon, 97208 and if to a Permittee, to the Permittee at the address set forth on the Permit. Date of service of such notice shall be the date such notice is deposited in a Post Office of the United States Postal Service, postage prepaid.

#### SECTION 14. DURATION OF RULES.

These Rules shall automatically expire at 11:59 p.m. on December 31, 1990. All Permits issued under these Rules, if not previously expired or terminated, shall also terminate at 11:59 p.m. on December 31, 1990.

Schedule 1

PSRY SHIP REPAIR CONTRACTOR PERMIT

DATED: July 1, 1990

PERMITTEE: Northwest Marine, Inc.

PERMITTEE ADDRESS: 5555 N. Channel Avenue  
Portland, OR 97217

TERM: Commencing 12:01 a.m. on July 1, 1990 and  
Ending at 11:59 p.m. on August 31, 1990.

A. Permittee is hereby authorized to use the common areas and facilities of the Portland Ship Repair Yard ("PSRY") for the term of this Permit on the following terms and conditions:

1. Permittee shall be subject to and comply with all of the terms and conditions of the Temporary Rules For the Issuance of Permits For The Use of The Portland Ship Repair Yard by Ship Repair Contractors, a copy of which is attached to this Permit (the "Permit Rules") and all other rules and regulations now in place or hereafter adopted by the Executive Director of the Port of Portland (the "Port") to govern the PSRY.
2. Permittee shall pay all Tariff Charges established in Tariffs adopted by the Port and Use Fees and Safety Fees established by the Permit Rules as follows:
  - (a) Each Thursday the Port shall compute the Tariff Charges incurred by Permittee during the prior week, and shall issue a bill for Tariff Charges;
  - (b) Each month Port shall compute, on the basis of a report provided by Permittee to the Port, the Use Fees through the end of such month, and issue a bill for Use Fees;
  - (c) Each month Port shall compute and issue a bill for Safety Fees;
  - (d) All invoices shall be paid within 30 days after invoice date.



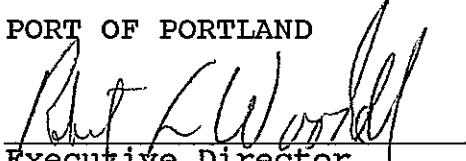
3. On the 10th business day of each month, Permittee shall submit to PSRY a statement of Permittee's Gross Billings for the prior month on a form approved by Port together with such supporting information and schedules as Port shall reasonably request.

After receiving Permittee's periodic statement of Gross Billings, Port shall compare the actual Use Fees paid by the Permittee for the period covered by the statement with the Use Fees incurred by Permittee during such period. If the Use Fees incurred are greater than the Use Fees actually paid, Port shall issue a bill for the remaining balance of the Use Fees for such use period. If the Use Fees incurred are less than the Use Fees actually paid, the excess will be credited to the Permittee.

4. Permittee shall maintain an irrevocable letter of credit in the initial amount of \$1.5 million (\$1,500,000) in accordance with the provisions of the Permit Rules. The amount of such letter of credit shall be subject to adjustment as provided in the Permit Rules.
5. This Permit may be revoked as provided in the Permit Rules.
6. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Permit Rules.
7. By entering the PSRY Premises under the authority of this Permit, Permittee agrees to be bound by, and to comply with all provisions of, the Permit Rules, and to make all payments required by the Permit Rules and this Permit in the manner, and at the times, specified on the Permit Rules and this Permit.

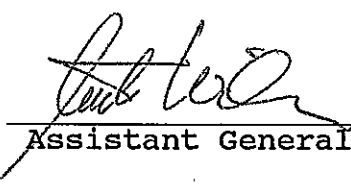
THE PORT OF PORTLAND

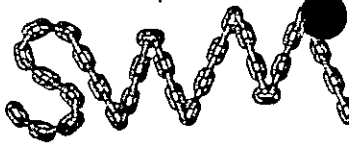
By:

  
Executive Director

Approved as to Legal Form:

By:

  
Assistant General Counsel



**SOUTHWEST MARINE, INC.**

SAN DIEGO DIVISION

"Specialists in the Repair,  
Modernization and Maintenance  
of Seagoing Vessels"

Foot of Sampson St., P.O. Box 13308, San Diego, CA 92113-0308  
(619) 238-1000 / Telex: 910-335-1167 (SWM SDG)

Corporate Offices: San Diego

November 30, 1989

- Turk  
- Brice  
- 1989  
- Swim File

Mr. Robert L. Woodell  
Executive Director  
Port of Portland  
Post Office Box 3529  
Portland, Oregon 97208

Dear Mr. Woodell:

The term of the Ship Repair Yard Use Agreement dated July 14, 1982 between the Port of Portland and our subsidiary Northwest Marine Iron Works expires on June 30, 1990.

The complexities of this agreement and the significant impact it has both on our relationship with the Port and the manner in which we do business in Portland would appear to dictate that the parties commence negotiations towards a replacement document substantially in advance of the expiration of the current agreement.

Representatives of Northwest Marine will be available to meet with staff on the subject at times convenient following the New Year's holiday.

I would appreciate being advised of the identity of our principal staff contact, whether negotiations will be conducted jointly with other users and whether the Port will be presenting us with a proposed form of agreement prior to any initial meeting.

Thank you in advance for your attention to this inquiry.

Very truly yours,

Lloyd A. Schwartz  
Senior Vice President -  
Legal Affairs

LAS:amp

SAN FRANCISCO • P.O. Box 7644 (Pier 28) • San Francisco, CA 94120-7644 • (415) 543-0499  
SOUTH PACIFIC BASIN • P.O. Box 1299 • Pago Pago American Samoa 96799 • 011 (684) 633-4123 • Telex: 525 (SWM SB)  
SAN PEDRO • 985 So. Seaside • P.O. Box 3600 • Terminal Island, CA 90731-7331 • (213) 519-0600 • Telex: 910-345-6638 (SWM TERM)  
SAN DIEGO • Foot of Sampson Street • P.O. Box 13308 • San Diego, CA 92113-0308 • (619) 238-1000 • Telex: 910-335-1167 (SWM SDG)

An Equal Employment Opportunity Employer

PSY500000348



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-5105

October 7, 1988

Darrel Winnegar  
Crosby and Overton, Inc.  
5420 N. Lagoon Ave.  
Portland, OR 97217

## PORTLAND SHIP REPAIR YARD USE AGREEMENT REVIEW OF FILES

As explained by Emily Erzen of my staff in a recent telephone conversation, the Port is reviewing its current Use Agreement files to ensure that they are up to date and the signatories to the Agreement are in compliance with its requirements. In reviewing your file, two deficiencies have been found.

### 1. Insurance

The Use Agreement requires a current certificate of insurance from you for our files. The Port requires Ship Repairer's Legal Liability Insurance, including sudden and accidental pollution, not less than \$1 million per occurrence and Comprehensive General Liability Insurance not less than \$1 million combined single limit as specified in Section 6.02 of the Use Agreement and modified by letter dated April 25, 1986.

### 2. Financial Audits

The Use Agreement also requires copies of certified audit reports from your Certified Public Accountant attesting that Crosby and Overton, Inc. has complied with the payment provisions of the Use Agreement (per Section 5.3). Please send reports for the last two fiscal years to me at your earliest convenience.

### Suggested Transfer to Limited Use Agreement

As discussed over the telephone, the Port would like to transfer your company from the Ship Repair Contractor's Use Agreement which you have, to a Limited Use Agreement which would apply to the specific type of work you do at the ship repair yard. The Use Agreement was drafted specifically for prime ship repair contractors. It includes many provisions that don't apply to your company's operations. The transfer from your current Agreement to a Limited Use Agreement will not affect your present operations in the yard.



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PSY500000349

The principle differences would be:

1. A Limited Use Agreement would apply to your specific business activities. If you should choose to enter into other business activities in the yard that are substantially different than those for which the Agreement is written, you would be required to amend your agreement or enter into a new agreement to cover those activities.
2. Your insurance requirements would probably be less demanding. Given the nature of your business, the Port would require Comprehensive General Liability Insurance including sudden and accidental pollution, not less than \$5 million combined single limit. You would not be obligated to obtain Ship Repairer's Legal Liability Insurance which is required under the current Use Agreement.
3. The prime ship repair contractors pay for security and nursing services in the yard. Currently, the charge is \$10,000 per month. Technically, all signatories to the Use Agreement should share in the cost of these services.

If you agree to begin the process to negotiate a new Agreement, please sign on the space provided below and return a copy to me. We are currently drafting a Limited Use Agreement and will send a copy for your review before signature. The Port will terminate the old Agreement at the same time the new Agreement becomes effective.

If you choose to retain your current Use Agreement with the Port until it expires in June of 1990, you will be required to have Comprehensive General Liability and Ship Repairer's Legal liability Insurance in the \$5 million amounts. The Port is reinstating the original insurance requirements of Section 6.02 of the Use Agreement effective January 1, 1989.

If you have any questions, please contact Emily Erzen at 231-5000, x715.

*Guy J. Alvis*

Guy J. Alvis  
General Manager  
Portland Ship Repair Yard

\_\_\_\_\_  
Crosby and Overton, Inc.

\_\_\_\_\_  
(Date)



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Lips Propellers  
5555 N. Channel Avenue  
Building 54  
Portland, OR 97217

Re: Portland Ship Yard Lease  
Port Agreement No.: 87-058

Attention: Doug Vrvilo

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,



George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000351



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Lips Propellers  
P.O. Box 17161  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 87-058

Attention: Doug Vrvilo

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Sincerely,

George P. McShea, Director  
Portland Ship Yard

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Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000352



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Lips Propellers  
5555 N. Channel Avenue  
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Portland, OR 97217

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Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000353



Port of Portland

# PORTLAND SHIP REPAIR YARD

## APPLICATION FOR PERMIT TO MAKE ALTERATIONS OR ADDITIONS ON PROPERTY OWNED OR CONTROLLED BY THE PORT OF PORTLAND

Date: August 29, 1988

Application No.: \_\_\_\_\_  
(Port use only)

### Instructions for Submitting Application:

1. Submit 3 completed copies of application and 2 sets of plans to shipyard manager. Copy 1—master approval; copies 2 and 3—Port use; copy 4—originator copy.
2. One copy of the approved plans and approved application will be returned to the requestor.
3. Work **will not** start prior to the receipt of an approved application.
4. Upon completion of the project, the Port will be furnished 2 copies of "as built" drawings.

The applicant does hereby request a permit from the Port of Portland to make structural or nonstructural alterations or additions at (location) building 64 consisting of (description) shed type storage building.

Estimated cost: \$2,000.00

Estimated start date: ASAP

Estimated completion date: 2 mo. after start.

Requestor's point of contact on this project:

Name: Pete Knox

Phone: 289-9830

Routing	Reserved for Port Action
Operations Concur <input checked="" type="checkbox"/>	Nonconcur <input type="checkbox"/>
Name: <u>M. J. Duncan</u>	Ext. <u>572</u>
Maintenance Concur <input type="checkbox"/>	Nonconcur <input type="checkbox"/>
Name: <u>M. J. Duncan</u>	Ext. <u>572</u>
Engineering Concur <input checked="" type="checkbox"/>	Nonconcur <input type="checkbox"/>
Name: <u>P. Arnold</u>	Ext. <u>544</u>
Safety Concur <input type="checkbox"/>	Nonconcur <input type="checkbox"/>
Name: _____	Ext. _____
Legal Concur <input type="checkbox"/>	Nonconcur <input type="checkbox"/>
Name: _____	Ext. _____

\*Nonconcurrency requires memo stating reason.

Approved By: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_

In consideration of the issuance of a permit by the Port of Portland (from here on referred to as the Port), applicant agrees:

1. The applicant will make such alteration or addition in accordance with the permit and approved plans. Improvements will commence within six months of approval. Lessee will restore the condition of contiguous areas affected at the discretion of the Port.
2. The applicant shall obtain all necessary Port, federal, state and local permits and shall comply with all applicable codes and regulations, including approval by the State Fire Marshal's Office, governing such operations.
3. The applicant agrees to indemnify the Port, its commissioners, agents and employees from any and all claims and damages which may arise directly or indirectly from or during the construction or use of the facilities.
4. This issuance of a permit or approval of plans by the Port, its commissioners, agents or employees shall in no way be construed as approval of method or design as far as structural soundness or compliance with applicable codes or regulations is concerned.
5. The issuance of a permit hereunder shall not be an alteration or amendment of the basic lease herein.

No construction shall be undertaken until a permit has been approved. Work for which a permit has been granted will be inspected by the Port.

Requested By: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: W. C. Knox

Firm/Title: Lips Propellers, Plant Manager

Phone No.: 289-9830





# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Mar Com Inc.  
5555 N. Channel Avenue  
Building 4 Annex  
Portland, OR 97217

Re: Portland Ship Yard Lease  
Port Agreement No.: 94-039

Attention: Tom Maples

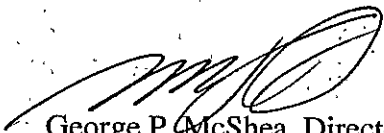
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If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,



George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper.

PSY500000355



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Mar Com Inc.  
P.O. Box 1029  
Vancouver, WA 98666

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 94-039

Attention: Tom Maples

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Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000356



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Mar Com Inc.  
5555 N. Channel Avenue  
Building 4 Annex  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 94-039

Attention: Tom Maples

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000357



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

August 30, 1995

Mr. Tom Maples  
Mar Com Inc.  
5555 N. Channel Ave., Building 10  
Portland, OR 97217

HAND DELIVERED

Re: Month-to-Month Lease of Improved Space  
Portland Ship Yard  
Port Agreement No.: 95-020

Dear Mr. Maples:

Section 2.1 of the above-referenced Lease provides that the Lease may be terminated by either party upon the giving of thirty days' written notice. This is notice to you that the Port of Portland is terminating the Lease effective September 30, 1995.

You will be contacted in the near future by Suzanne Brooks concerning any duties you are to perform prior to termination.

If you have any questions, please feel free to contact Suzanne at 731-7509.

Very Truly Yours,

Mike Thorne  
Executive Director

bc: George McShea  
Cory Streisinger  
Jeff Twine  
Marie Mullins  
Suzanne Brooks



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

August 30, 1995

Mr. Tom Maples  
Mar Com Inc.  
P.O. Box 1029  
Vancouver, WA 98666

SENT VIA FACSIMILE

Re: Month-to-Month Lease of Improved Space  
Portland Ship Yard  
Port Agreement No.: 95-020

Dear Mr. Maples:

Section 2.1 of the above-referenced Lease provides that the Lease may be terminated by either party upon the giving of thirty days' written notice. This is notice to you that the Port of Portland is terminating the Lease effective September 30, 1995.

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If you have any questions, please feel free to contact Suzanne at 731-7509.

Very Truly Yours,

Mike Thorne  
Executive Director

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000360



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

May 19, 1995

Mr. Tom Maples  
Mar Com, Inc.  
P. O. Box 1029  
Vancouver, WA 98666

Re: Facility Agreement

Dear Mr. Maples:

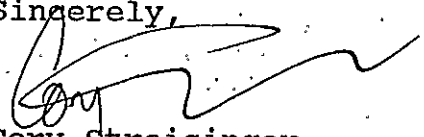
George McShea and Jeff Twine have asked me to respond to your letter of May 8, and to confirm the Port's position regarding Mar Com's Facility Agreement.

Mar Com's Facility Agreement expires June 30, 1995. Mar Com is not entitled to book ships into the Portland Ship Yard beyond that date. Due to the status of discussions concerning a sole contractor at PSY, the Port is not willing to extend the Facility Agreement beyond June 30 at this point.

Your letter of May 8 states that you "feel Mar Com and Cascade should be on equal grounds" regarding use of PSY. Mar Com is bound by the terms of its Facility Agreement with the Port, which was independently negotiated with Mar Com. The terms of Cascade's Facility Agreement are not relevant to Mar Com's rights.

I trust this clarifies the Port's position.

Sincerely,



Cory Streisinger  
General Counsel

cc: George McShea  
Jeff Twine

CS\S2447.wp

# MAR·COM INC.

(360) 693-9916  
PDX (503) 285-5871  
FAX (360) 693-6174

Mar Com, Inc.  
P.O. Box 1029  
Vancouver, WA 98666

Office: Columbia Business Center  
3001 S.E. Columbia Way, Bldg. 41 Suite A  
Vancouver, Washington 98661

PORT OF PORTLAND  
P.O. BOX 3529 PTLD ORE  
97208

MAY-31-95

VIA FAX 503-731-7466

EMILY HOUSE

PLEASE BE ADVISED MAR COM INTENDS TO TERMINATE IS LEASE OF  
BLDG #10 BAY #2 AS OF 6/30/95. WE WISH TO KEEP BAY #3 TO  
STORE MARINE SPARES. THIS ACTION IS A DIRECT RESULT OF THE  
PORTS RECENT ANNOUNCEMENT OF A SOLE USER.

REGARDS



TOM MAPLES

Marine and Commercial Repair

Steel Fabrication & Repair

Warehouse Facilities

PSY500000362



**PDX (503) 285-5871**  
**FAX (206) 693-6174**

**Office:** Columbia Business Center  
3001 S.E. Columbia Way, Bldg. 41 Suite A  
Vancouver, Washington 98661

PSY500000363

# MAR COM INC.

(360) 693-9916  
PDX (503) 285-5871  
FAX (360) 693-6174

Mar Com, Inc.  
P.O. Box 1029  
Vancouver, WA 98666

Office: Columbia Business Center  
3001 S.E. Columbia Way, Bldg. 41 Suite A  
Vancouver, Washington 98661

PORT OF PORTLAND  
P.O. BOX 3529 PTLD ORE  
97208

MAY-31-95

VIA FAX 503-731-7466

EMILY HOUSE

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REGARDS

  
TOM MAPLES

Marine and Commercial Repair

Steel Fabrication & Repair

Warehouse Facilities

TOTAL P 02

PSY500000364



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Marine Propulsion Services  
5555 N. Channel Avenue  
Building 50  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 90-239 & 90-152

Attention: Jim Bixel

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000365



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Marine Propulsion Services  
5555 N. Channel Avenue  
Building 50  
Portland, OR 97217

Re: Portland Ship Yard Lease  
Port Agreement No.: 90-239 & 90-152

Attention: Jim Bixel


This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

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Sincerely,



George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000366

**HAHN AND ASSOCIATES, INC.**  
**ENVIRONMENTAL MANAGEMENT**

January 5, 1996

Ms. Suzanne Brooks  
Port of Portland  
PO Box 3529  
Portland, Oregon 97208

Port PO No. S1419  
Port Project No. 51535-006  
Port Work Order No. 09  
HAI Project No. 3218

**SUBJECT:** Environmental Inspection of Former Marine Vacuum Service, Inc. Leasehold;  
Building 4, Portland Ship Yard, Portland, Oregon

Dear Ms. Brooks:

At your request, Hahn and Associates, Inc. (HAI) performed environmental inspections of the above-referenced space on December 12, 1995, and again on January 2, 1996. This letter is intended as a report on the findings of those inspections. HAI inspected the space for evidence of hazardous material contamination and the presence of solid and hazardous waste.

The space Marine Vacuum Service, Inc. (Mar Vac) leased included the interior of the east end of Building 4 that was comprised of two office spaces and a shop, and the asphalt-covered parking area in front of the leased space (See Figures 1 and 2).

The subject space was occupied by Mar Vac until the end of December 1995, when its lease expired and they vacated the premises. The December 12, 1995 inspection was performed to gain a preliminary view of the potential environmental concerns associated with Mar Vac's presence in the space and to provide them with the opportunity to seek informational assistance from the Port of Portland regarding the cleanup of the space. The January 2, 1996 inspection was performed to identify potential environmental concerns remaining at the site after Mar Vac vacated the premises.

The balance of this report addresses the findings of the two site visits and recommended actions.

Findings of December 12, 1995 Site Visit

Ms. Debra Halladay of the Portland Ship Yard escorted Mr. Phil Ralston of HAI on this site inspection.

At the time of this inspection, the shop space was full of Mar Vac's equipment and supplies, including 2 fifty-five gallon drums, vacuum hoses, field equipment and tools, absorbent, and visqueen. The floor and walls of the space were intermittently streaked with oil. Two floor drains were noted in the shop space; it appeared the area was originally plumbed and used as a restroom. The office spaces were partially filled with office furniture, equipment and supplies. A strong petroleum-like odor permeated the shop and office space.

434 NW SIXTH AVENUE, SUITE 203 • PORTLAND, OREGON 97209-3600  
503/796-0717 OFFICE • 503/227-2209 FAX

The outside parking area was partially occupied by a vacuum-tanker truck owned by Mar Vac. Three 55-gallon drums, each partially filled with unknown materials, were stacked at the far northeastern corner of the building. The drums, although unlabeled, appeared in reasonable condition and were not leaking. A vehicle battery was noted on a block of wood adjacent to the building. The asphalt surface of the parking area was significantly damaged in two locations such that oil could pass through the asphalt to the subsurface soils. Finally, the entire area was covered with the remnants of spilled oil.

The potential environmental concerns associated with the space included: the potential for petroleum to drain into the floor drains inside the building and through the damaged asphalt outside the building, rain water washing over the battery outside the building and carrying contaminants into the storm drain system, and the three drums of unknown materials, if spilled, could flow into the storm water system.

#### Findings of January 2, 1996 Site Visit

Mr. Mic Dorrance of the Port of Portland, and Mr. Dave Donaldson of Cascade General, Inc. escorted Mr. Phil Ralston of HAI on the site inspection.

At the time of the inspection, the office and shop spaces inside the building were vacant and all of Mar Vac's equipment and supplies had been removed from the space. Some oil stains still streaked the walls and floor of the shop space. Other hazardous substances (materials or waste) were not observed in the space. The shop floor was fully exposed for inspection. The floor appeared to have been swept and was free of large pieces of debris, however, the floor was still oily, grimy, and stained.

The Mar Vac truck, the three drums, and the battery had been removed from the outside parking area. However, what appeared to be the remnants of a dismantled and broken desk lay piled in a heap against the outside wall of the building. The asphalt surface did not appear to have been swept or cleaned. Oil stains and dirt and grime were still present across the area.

The only potential environmental concern associated with this space at the time of the inspection included: the degraded spots in the asphalt lot that could provide a pathway for contaminant migration to the subsurface soils and groundwater.

Conclusions and Recommendations

1. If the Port intends to pursue a soil or subsurface investigation beneath the parking lot and attempt to assign responsibility for any contamination discovered, then the lot surface should be steam cleaned to expose specific holes in the lot that could be routes of contamination to the soil.
2. If the Port desires the shop floor and parking lot to be left as clean as other floors and lots in recently vacated spaces in the yard, then the floor and lot should be pressure washed or steam cleaned.
3. The floor and lot surface are not imminent or significant risks to the environment. Most of the easily entrained oil on the lot surface has probably already been washed by rain toward the storm water drains. However, if hazardous substances are to be used or stored in the space in the future, consideration should be given to cleaning the floor and lot and resurfacing the degraded portions to maintain a functional barrier between chemicals spilled on the floor and lot and the subsurface soil.

HAI appreciates the opportunity to be of service to the Port of Portland. If there any questions or comments, please contact the undersigned.

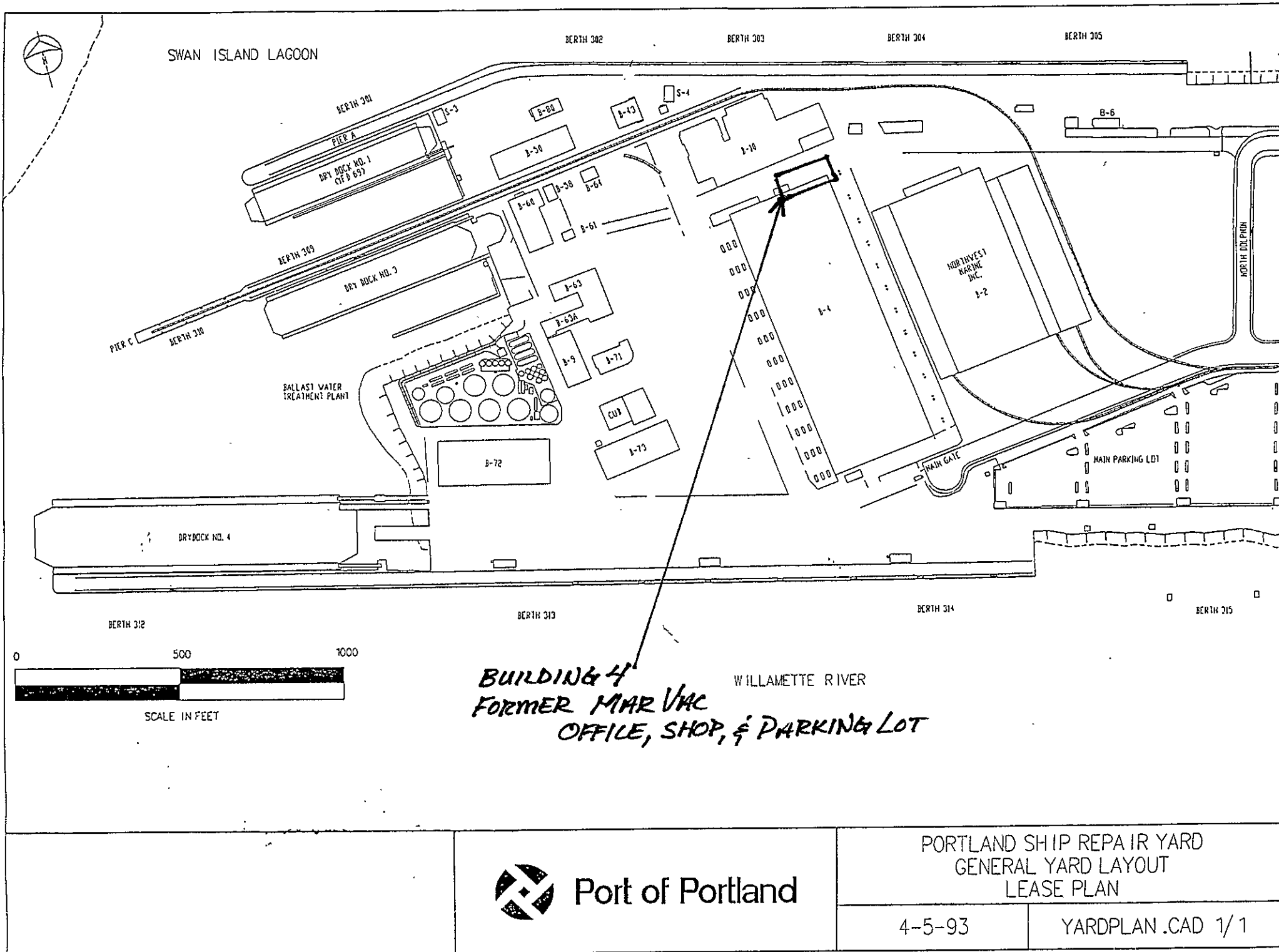
Sincerely,



Philip Ralston  
Principal

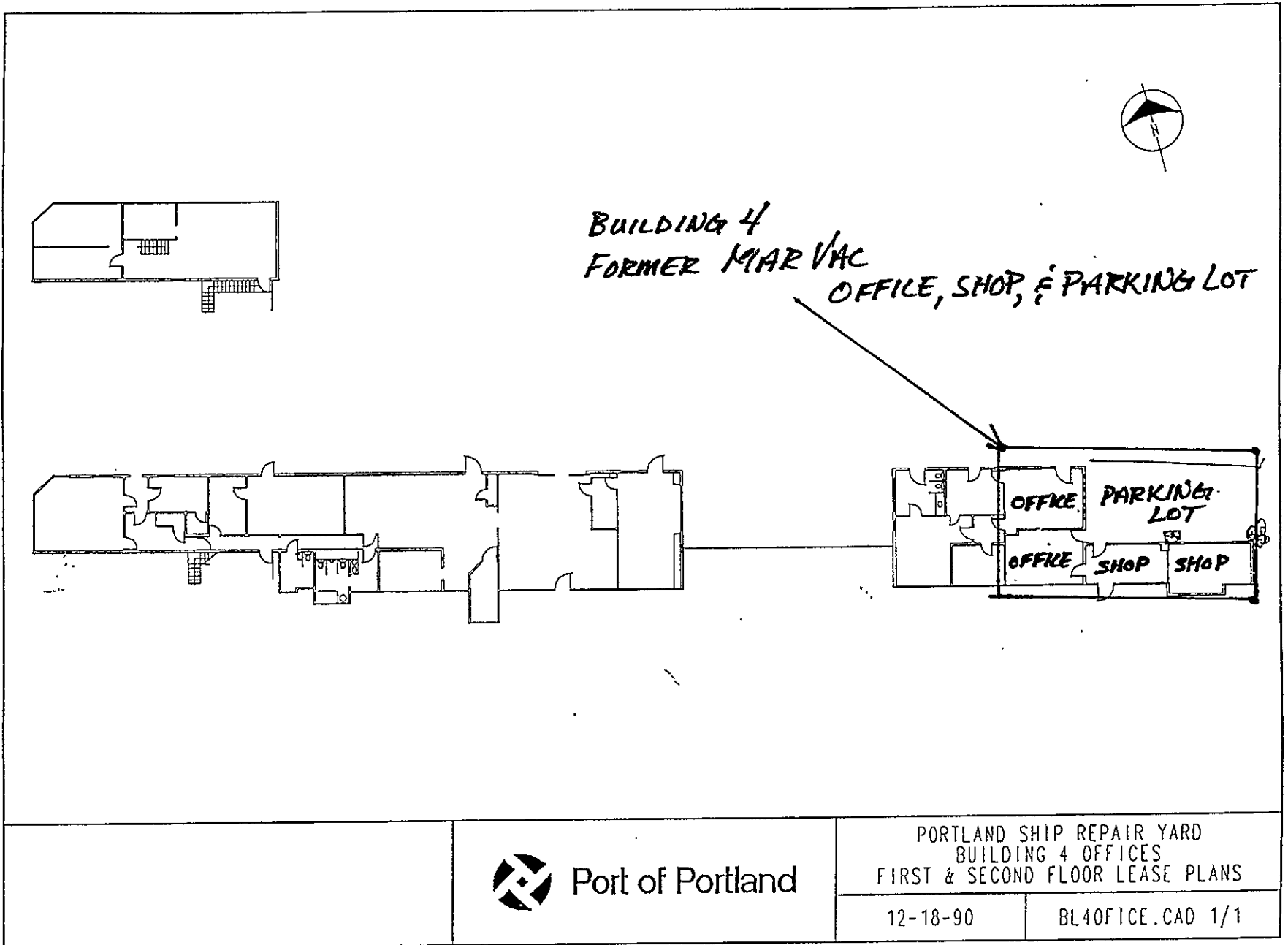
Attachments: Figures and Photographs

c: Ms. Kathi Futornick, Environmental Affairs Manager, Port of Portland



PSY500000370







Photograph 1: Marine Vacuum Services, Inc. business sign in their office window.



Photograph 2: Shop area prior to cleanout.

HAI NO. 3218  
PAR  
JAN. 5, 1996

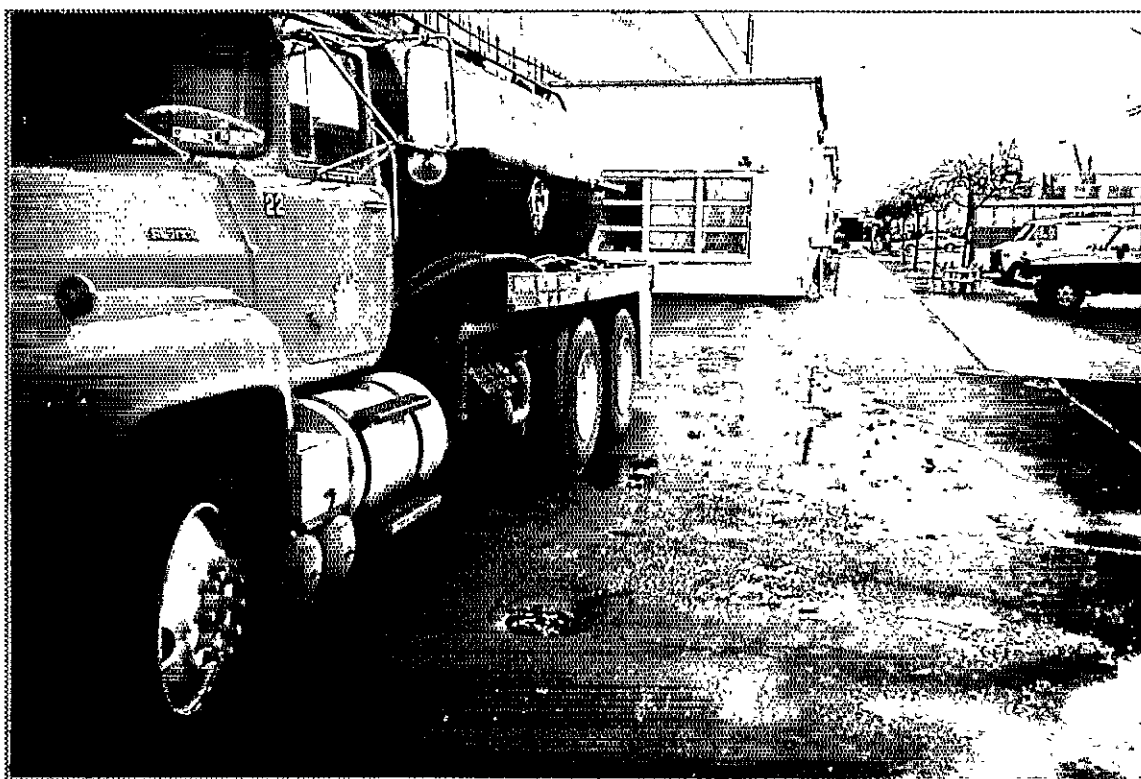
Hahn and Associates, Inc.  
Environmental Management  
434 NW 6th Ave. Suite 203  
Portland, Oregon 97209

Photographs 1 and 2  
Building 4  
Portland Ship Yard  
Portland, Oregon

PHOTO  
PLATE  
NO. 1



Photograph 3: Three drums stacked at northeast corner of Building 4.



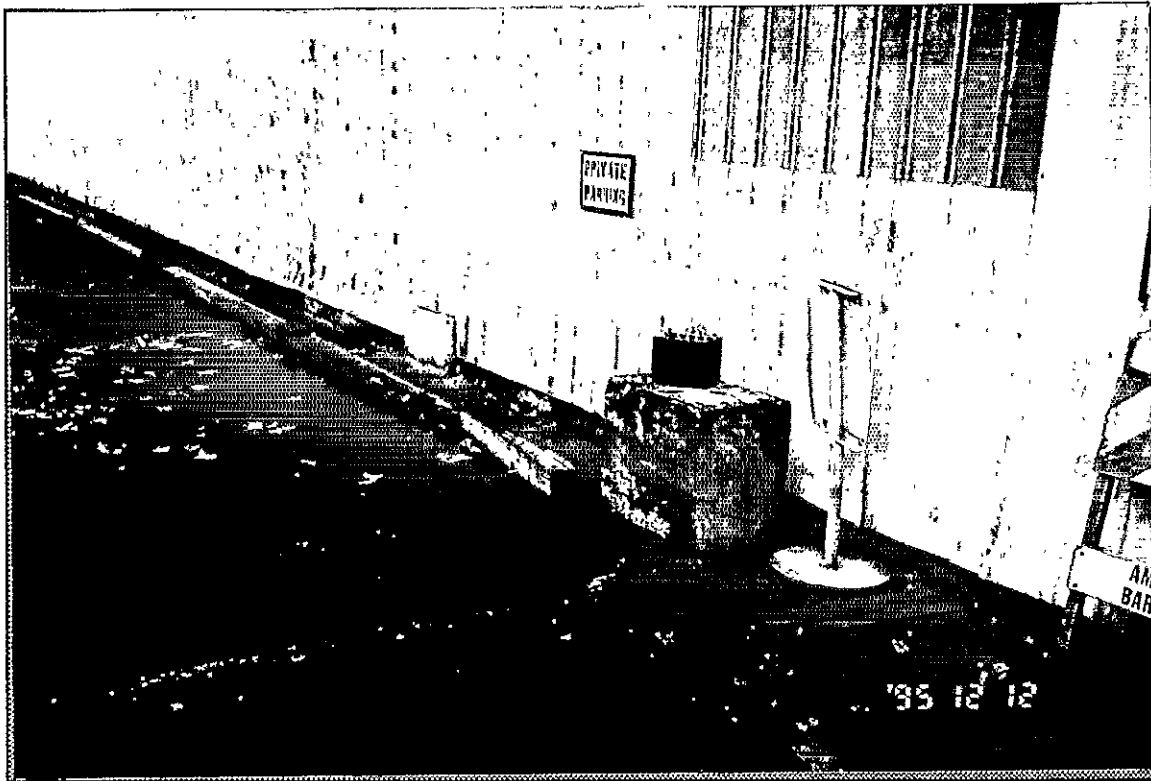
Photograph 4: Mar Vac truck parked in lot; note hole in asphalt near driver door.

**HAI NO. 3218  
PAR  
JAN. 5, 1996**

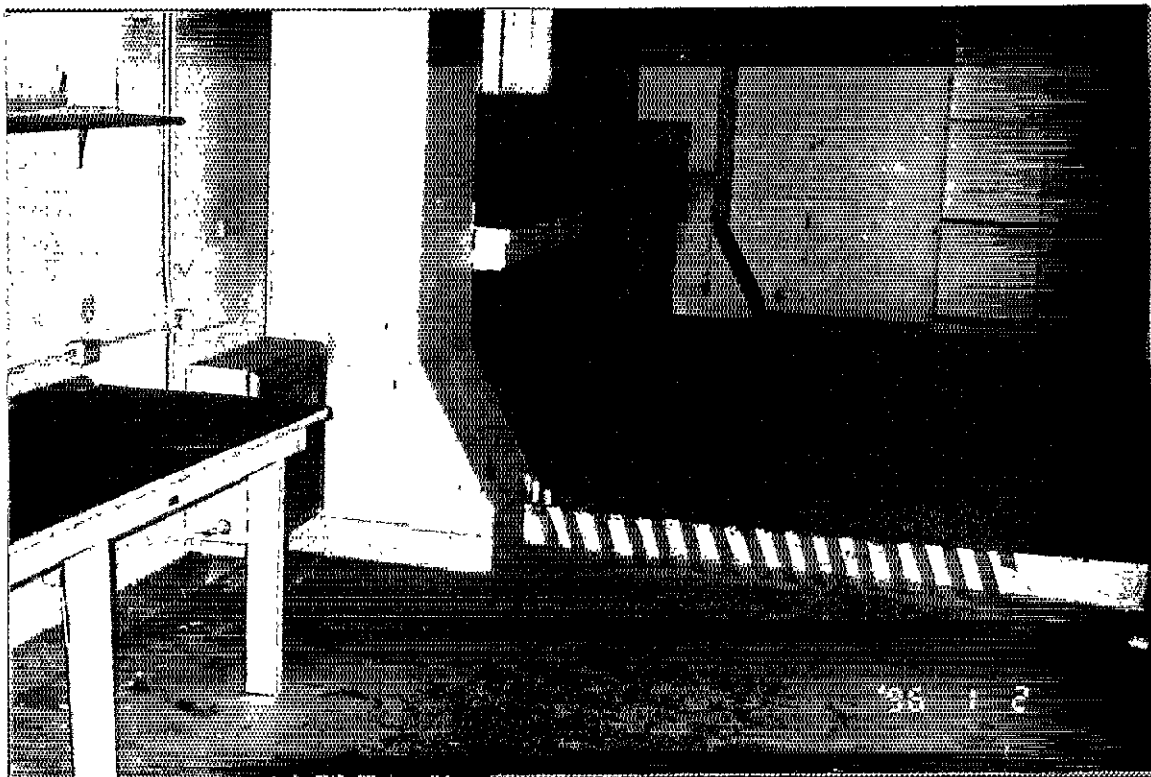
**Hahn and Associates, Inc.**  
Environmental Management  
434 NW 6th Ave. Suite 203  
Portland, Oregon 97209

**Photographs 3 and 4  
Building 4  
Portland Ship Yard  
Portland, Oregon**

**PHOTO  
PLATE  
NO. 2**



Photograph 5: Battery stored outside against Building 4.



Photograph 6: Shop area after cleanout

**HAI NO. 3218  
PAR  
JAN. 5, 1996**

**Hahn and Associates, Inc.**  
Environmental Management  
434 NW 6th Ave. Suite 203  
Portland, Oregon 97209

**Photographs 5 and 6  
Building 4  
Portland Ship Yard  
Portland, Oregon**

**PHOTO  
PLATE  
NO. 3**



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Marine Vacuum Service, Inc.  
5555 N. Channel Avenue  
Building 4 Annex  
Portland, OR 97217

Re: Portland Ship Yard Lease  
Port Agreement No.: 93-127

Attention: Allan Ramsey

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000375



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Marine Vacuum Service, Inc.  
P.O. Box 24263  
Seattle, WA 98124

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 93-127

Attention: Allan Ramsey

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Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000376



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Marine Vacuum Service, Inc.  
5555 N. Channel Avenue  
Building 4 Annex  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 93-127

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Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000377



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Global Inc.  
5555 N. Channel Avenue  
Building 10  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 94-037

Attention: Guy Vetere

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

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Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000378





# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

December 16, 1994

Mr. Guy Vetere  
Northwest Envirocon Inc.  
5555 N. Channel Ave., Bldg. 10  
Portland, OR 97217

Re: Lease of Improved Space  
Building 10, Shop 1, Portland Ship Yard  
Port Agreement No.: 94-037

Dear Guy:

I recently spoke to a gentleman named Norm Becker of your office regarding two dumpsters that you have across from your leased premises at Portland Ship Yard. Mr. Becker confirmed that the dumpster with the "asbestos" tape around it does have bagged asbestos in it and the other is your non-hazardous garbage dumpster.

Please be aware that Section 1.2.4 of your Lease states "In no event shall Lessee store, handle, transport, dispose, or treat any Hazardous Substances on the Premises which are generated by or from cleanup, removal, or remediation operations or activities from third party sources outside PSY." As there are no ship repair operations taking place at PSY at this time, this material has to have been generated outside the Yard. Your Lease also states in Section 1.2.5 that in no event may asbestos be stored inside the Yard without the Port's prior written approval.

Please call me at 240-3012 at your earliest convenience to discuss this matter.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard


c: George McShea  
Jeff Twine  
Fletcher Hunt

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000379

12/8/94

Max Conn -  Oligo to Mrs. Wordinger →  
to be coming to me  
from Chris N. & Bry S.

Global  
DUMPSTERS

Talked to Norm -

Dumpster - 1 asbestos empty? -  
1 empty - reg. debris -

- locked -

- He can have Guy call me -

bagged - may not be Haz. Subst.

Discussed w/ Fletcher - if not be buying  
in material from outside - 1.2.4. -

Tell them no outside - PSY asbestos -  
Asbestos rel to PSY work, write a proposal  
& we'll consider it. -



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Oregon Iron Works, Inc.  
5555 N. Channel Avenue  
Building 4, Bays 4 and 5  
Portland, OR 97217

Re: Portland Ship Yard Lease  
Port Agreement No.: 95-079

Attention: Terry Kingrey

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

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Sincerely,

George P. McShane, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper.

PSY500000381



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Oregon Iron Works, Inc.  
9700 S.E. Lawnfield Road  
Clackamas, OR 97015

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 95-079

Attention: Terry Kingrey

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Sincerely,

George E. McShea, Director  
Portland Ship Yard

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Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000382



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Oregon Iron Works, Inc.  
5555 N. Channel Avenue  
Building 4, Bays 4 and 5  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 95-079

Attention: Terry Kingrey

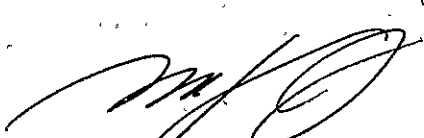
This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"): The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,



George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper.

PSY500000383

**HAHN AND ASSOCIATES, INC.**  
**ENVIRONMENTAL MANAGEMENT**

July 17, 1995

Ms. Suzanne Brooks  
Port of Portland  
PO Box 3529  
Portland, Oregon 97208

HAI Project No. 3069

SUBJECT: Environmental Inspection of Building 4, Bay 4, Portland Ship Yard, Portland,  
Oregon (Port Project No. 51535, Task No. 002)

Dear Ms. Brooks:

At your request, Hahn and Associates, Inc. (HAI) performed an environmental inspection of the above-referenced space at approximately 7:30 am on Monday, July 17, 1995. This letter is intended as a report on the findings of that inspection. HAI inspected the space for evidence of hazardous material contamination and the presence of solid and hazardous waste. Mr. Gerry Hunt, Service Foreman at the Portland Ship Yard, escorted HAI during the inspection.

The space had been occupied until July 17, 1995 by the Port of Portland itself and was most recently used as an equipment and supply storage space by the Port. The Port vacated the space to make it available for lease to a tenant. The inspection was to have been performed after the Port completely vacated the space and before a tenant occupied it.

Observations

At the time of the inspection, the interior space was vacant, and no equipment or supplies were observed inside the bay. The floor of the bay was clean of garbage, trash and other gross solid waste debris; however, the floor was covered with dirt, grit, and grime. At the end of the inspection, Port staff began to clean the bay floor with a Port-operated mechanized floor sweeper. Minor oily stains were observed on the floor throughout the bay; pooled, free liquid was not observed. No other unusual floor discolorations were observed. Containers, bins, barrels, and skids were not noted inside the bay.

The areas outside the front and rear of the bay were also inspected. Located behind Bay 4 was a piece of equipment identified by Mr. Hunt as an air and gas manifold; the equipment did not appear to contain any fluids. Mr. Hunt mentioned that the Port owned the manifolds and would remove them from the area. No other material was noted behind Bay 4.

Located in front of Bay 4 were various pieces of equipment, containers, and sheet metal, all of which Mr. Hunt stated were owned by the Port and would be removed from the area. The material included a pallet of empty drums and small 5-gallon containers, and various pieces of equipment that were to be either scrapped or re-used. The sheet metal was to be used at Dry Dock #3. According to Mr. Hunt, there was no material in front of Bay 4 that was owned or controlled by a party other than the Port.

434 NW SIXTH AVENUE, SUITE 203 • PORTLAND, OREGON 97209-3600  
503/796-0717 OFFICE • 503/227-2209 FAX

Conclusions

No visible evidence of residual hazardous material contamination inside or outside the bay was observed, with the exception of the oil stains on the floor. It does not appear that environmental sampling inside Bay 4 is necessary at this time.

HAI appreciates the opportunity to be of service to the Port of Portland. If there any questions or comments, please contact the undersigned.

Sincerely,



Philip Ralston  
Principal

c: Ms. Kathi Futornick, Manager, Port Environmental Affairs  
Mr. Gerry Hunt, PSY  
Ms. Debra Halladay, PSY

**HAHN AND ASSOCIATES, INC.**  
**ENVIRONMENTAL MANAGEMENT**

June 30, 1995

Ms. Suzanne Brooks  
Port of Portland  
PO Box 3529  
Portland, Oregon 97208

HAI Project No. 3069

SUBJECT: Environmental Inspection of Building 4, Bay 5, Portland Ship Yard, Portland,  
Oregon (Port Project No. 51535, Task No. 002)

Dear Ms. Brooks:

At your request, Hahn and Associates, Inc. (HAI) performed an environmental inspection of the above-referenced space at approximately 9:00 am on Wednesday, June 28, 1995. This letter is intended as a report on the findings of that inspection. HAI inspected the leasehold space for evidence of hazardous material contamination and the presence of solid and hazardous waste. Mr. Gerry Hunt, Service Foreman at the Portland Ship Yard, escorted HAI during the inspection.

Observations

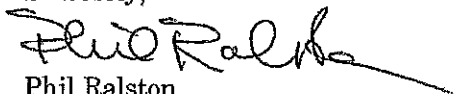
At the time of the inspection, the space was vacant, no equipment or supplies were observed inside the bay, and the floor was free of debris. Minor oily stains were observed on the floor throughout the bay; pooled, free liquid was not observed. No other floor discolorations were observed. Containers, bins, barrels, and skids were not noted inside or outside the bay. No floor drains were observed in the bay.

Conclusions

No visible evidence of residual hazardous material contamination inside or outside the bay was observed, with the exception of the oil stains on the floor. It does not appear that environmental sampling inside Bay 5 is necessary at this time.

HAI appreciates the opportunity to be of service to the Port of Portland. If there any questions or comments, please contact the undersigned.

Sincerely,



Phil Ralston  
Principal

c: Ms. Kathi Futornick, Manager, Port Environmental Affairs

434 NW SIXTH AVENUE, SUITE 203 • PORTLAND, OREGON 97209-3600  
503/796-0717 OFFICE • 503/227-2209 FAX



**HAHN AND ASSOCIATES, INC.**  
**ENVIRONMENTAL MANAGEMENT**

June 30, 1995

Ms. Suzanne Brooks  
Port of Portland  
PO Box 3529  
Portland, Oregon 97208

HAI Project No. 3069

SUBJECT: Environmental Inspection of Building 4, Bay 1, Portland Ship Yard, Portland,  
Oregon (Port Project No. 51535, Task No. 002)

Dear Ms. Brooks:

At your request, Hahn and Associates, Inc. (HAI) performed an environmental inspection of the above-referenced space at approximately 9:00 am on Friday, June 30, 1995. This letter is intended as a report on the findings of that inspection. HAI inspected the leasehold space for evidence of hazardous material contamination and the presence of solid and hazardous waste. Mr. Gerry Hunt, Service Foreman at the Portland Ship Yard, escorted HAI during the inspection.

Observations

At the time of the inspection, the space was vacant, no equipment or supplies were observed inside the bay, and the floor was free of debris. Dark oily stains were observed on the floor in the eastern end of the bay but they appeared to be relatively minor in size (< 50 square feet); pooled, free liquid was not observed. No other floor discolorations were observed. Containers, bins, barrels, and skids were not noted inside the bay.

One 55-gallon plastic drum labeled "Neu-tro-fount" was observed outside and to the left of the front entrance to the bay (facing the bay from the north); the drum top bungs were secure and no material was spilling or leaking from the drum. Mr. Hunt did not know who was responsible for the drum. Another container was observed to the left of the fire shed near the plastic drum. This second container was steel, fitted with an electric resistance heater and an internal crucible. There appeared to be insulating material surrounding the internal crucible; this insulating material is "suspect" asbestos-containing material (ACM).

Conclusions

No visible evidence of residual hazardous material contamination inside the bay was observed, with the exception of the oil stains on the floor. However, the two containers outside and to the left of the bay entrance are potential environmental (spill) and financial (disposal costs) liabilities until they are properly managed or disposed of. It does not appear that environmental sampling inside Bay 1 is necessary at this time.

HAI appreciates the opportunity to be of service to the Port of Portland. If there any questions or comments, please contact the undersigned.

Sincerely,



Phil Ralston  
Principal

c: Ms. Kathi Futornick, Manager, Port Environmental Affairs  
434 NW SIXTH AVENUE, SUITE 203 • PORTLAND, OREGON 97209-3600  
503/796-0717 OFFICE • 503/227-2209 FAX



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

May 6, 1994

Mr. Scott Gilfillan  
Northwest Field Services  
5315 N.W. St. Helens Road  
Portland, OR 97210

RE: 1994 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for April 15, 1994 through December 31, 1994.

Your permit number is P01494. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: \_\_\_\_\_

**PERMITTEE:**

Northwest Field Services  
5315 N.W. St. Helens Road  
Portland, OR 97210

Contact: ~~Jason Meshell~~ SCOTT GILFILLAN  
Phone: (503) 241-3827

E.P.A. ID No.: ORD981771264

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product. **THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

PSY500000389

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Northwest Field Services  
5315 N.W. St. Helens Road  
Portland, OR 97210  
Attn: ~~Jason Meshell~~  
SCOTT GILFILLAN

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted

on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Northwest Field Services

Port of Portland

  
Signature

\_\_\_\_\_  
Authorized by

SCOTT GILFILLAN  
Typed Name

\_\_\_\_\_  
Title

Manager, Environmental Serv.  
Title

3/22/94  
Date

03/11/94 - I:\BROOKS\LEGAL\PERMITS\BOILERPL\BWTP.doc



**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: APRIL 15, 1994

Permit No.: P01494

**PERMITTEE:**

Northwest Field Services  
5315 N.W. St. Helens Road  
Portland, OR 97210

Contact: ~~Jason Meshell~~ SCOTT GILFILLAN  
Phone: (503) 241-3827

E.P.A. ID No.: ORD981771264

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product. **THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Northwest Field Services  
5315 N.W. St. Helens Road  
Portland, OR 97210  
Attn: ~~Jason Meshell~~  
SCOTT GILFILLAN

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted

on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Northwest Field Services

Scott Gilfillan  
Signature

SCOTT GILFILLAN  
Typed Name

Manager, Environmental Serv.  
Title

3/22/94  
Date

Port of Portland

Philip Thomas  
Authorized by

Executive Director  
Title

APPROVED AS TO LEGAL SUFFICIENCY

James J. Smith APR 15 1994  
Counsel, Port of Portland



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

January 9, 1995

Foss Environmental Services, Inc.  
P.O. Box 83357  
Portland OR 97283-0357

RE: 1995 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for January 1, 1995 through December 31, 1995.

Your permit number is P00195. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper.

PSY500000401



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

April 7, 1994

Robert M. Janak  
Foss Environmental Services, Inc.  
5420 N. Lagoon  
Portland, OR 97217

RE: 1994 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for April 1, 1994 through December 31, 1994.

Your permit number is P00894. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures





# Portland Ship Yard

5555 North Channel Building 50, Portland, Oregon 97217 USA

Phone (503) 240-3000

Fax (503) 240-3080

Toll Free US 800-547-8411, Ext. 3000

Date: 3/31/94

To: Russ Aker

Company: FOSS ENVIRONMENTAL

Fax No: 289-6568

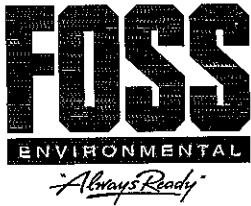
From: Suzanne Brooks

Total pages including this one: 1

Your NEW BWTP PERMIT NO. IS :

P00894

You will receive a fully executed Permit  
copy next week, after Port signature.



March 22, 1994

Port of Portland  
5555 N Channel Ave, Bldg 50  
Portland, OR 97217

ATTN: Contracts Administrator

RE: Ballastwater Treatment Plant, Permit and Right of Entry

Enclosed are the signed copies of Permit and Right of Entry for use of Ballastwater Treatment Plant, Portland Shipyard.

Also included are Insurance Certificates as required by Section G. The enclosed certificates of Insurance should cover all requirements requested.

Sincerely,  
FOSS ENVIRONMENTAL SERVICES

Russ Aker  
Supervisor

Enclosures

RA/tk

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: \_\_\_\_\_

**PERMITTEE:**

Foss Environmental Services, Inc.  
5420 N. Lagoon  
Portland, OR 97217

Contact: Robert M. Janak  
Phone: (503) 283-1150

E.P.A. ID No.: ORD070730395

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product.  
**THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Foss Environmental Services, Inc.  
5420 N. Lagoon  
Portland, OR 97217  
Attn: Robert M. Janak

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted

on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Foss Environmental Services, Inc.

Port of Portland

Perry L. Stayton  
Signature

\_\_\_\_\_  
Authorized by

Perry L. Stayton

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Operations Manager

\_\_\_\_\_  
Title

March 17, 1994

\_\_\_\_\_  
Date

03/11/94 - I:\BROOKS\LEGAL\PERMITS\BOILERPL\BWTP.doc





# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

March 11, 1994

Foss Environmental Services, Inc.  
5420 N. Lagoon  
Portland, OR 97217

Re: Ballast Water Treatment Plant - Permit and Right-of-Entry


The current Permit and Right-of-Entry which provides for your company to transfer marine generated oily waste water to the Portland Ship Yard's Ballast Water Treatment Plant ("BWTP") expires March 31, 1994. The Port has developed a new Permit and Right-of-Entry form and altered the insurance requirements for obtaining a Permit to bring material to the BWTP. A new PSY Price Schedule will become effective and new forms for use of the BWTP will be required as of April 1, 1994. Be sure to contact the BWTP regarding new prices, procedures or required forms prior to any use.

Two copies of the new Permit form are enclosed. If you would like to continue as an authorized hauler, you must sign both copies of the Permit and return them to my attention, Portland Ship Yard, 5555 N. Channel Avenue, Building 50, Portland, OR 97217 by March 25, 1994. Please be sure to check the accuracy of or fill in your E.P.A. ID Number.

Please note the Permit insurance requirements in Section G. The commercial general and automobile liability policies must be endorsed to provide coverage for sudden and accidental pollution. The requirement that the Port, its commissioners, directors, officers and employees be named as additional insureds will be strictly enforced. You must be certain that the required insurance coverages are in place by April 1, 1994, and that the Port receives a current certificate showing evidence of meeting all of the requirements. Do not assume that previously forwarded certificates will suffice.

If I do not receive signed Permits, insurance certificates and any other vehicle licenses, permits or inspection certificates required by March 25, 1994, your Permit to use the BWTP will be terminated as of March 31, 1994.

Please feel free to call me at 240-3012 if you have any questions.

  
Suzanne L. Brooks  
Contracts Administrator, PSY

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
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PSY500000411

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: \_\_\_\_\_

**PERMITTEE:**

Foss Environmental Services, Inc.

5420 N. Lagoon

Portland, OR 97217

Contact: Robert M. Janak

Phone: (503) 283-1150

E.P.A. ID No.: ORD070730395

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product.  
**THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

PSY500000412

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Foss Environmental Services, Inc.  
5420 N. Lagoon  
Portland, OR 97217  
Attn: Robert M. Janak

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted

on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Foss Environmental Services, Inc.

Port of Portland

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

03/11/94 - I:\BROOKS\LEGAL\PERMITS\BOILER\PLBWTP.doc



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

December 13, 1994

Foss Environmental Services, Inc.  
P. O. Box 83357  
Portland, OR 97283-0357

Re: Ballast Water Treatment Plant - Permit and Right-of-Entry

The current Permit and Right-of-Entry which provides for your company to transfer marine generated oily waste water to the Portland Ship Yard's Ballast Water Treatment Plant ("BWTP") expires December 31, 1994.

Two copies of a 1995 Permit form are enclosed. If you would like to continue as an authorized hauler, you must sign both copies of the Permit and return them to my attention, Portland Ship Yard, 5555 N. Channel Avenue, Building 50, Portland, OR 97217 by December 26, 1994. Please be sure to check the accuracy of or fill in your E.P.A. ID Number.

Please note the Permit insurance requirements in Section G. You must be sure that the Port has current evidence of all of the required coverage. The requirement that the Port, its commissioners, directors, officers and employees be named as additional insureds will be strictly enforced.

If I do not receive signed Permits, insurance certificates and any other vehicle licenses, permits or inspection certificates required by December 26, 1994, your Permit to use the BWTP will be terminated as of December 31, 1994.

Please feel free to call me at 240-3012 if you have any questions.

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000418



**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: P00894

**PERMITTEE:**

Foss Environmental Services, Inc.  
5420 N. Lagoon  
Portland, OR 97217

Contact: Robert M. Janak  
Phone: (503) 283-1150

E.P.A. ID No.: ORD070730395

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product. **THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

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nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

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Portland, OR 97217  
Attn: Robert M. Janak

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
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on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Foss Environmental Services, Inc.

Perry L. Stayton  
Signature

Perry L. Stayton  
Typed Name

Operations Manager  
Title

March 17, 1994  
Date

Port of Portland

John Thorne  
Authorized by

Executive Director  
Title

APPROVED AS TO LEGAL SUFFICIENCY

John H. H. H. APR 04 1994  
Counsel, Port of Portland



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

January 9, 1995

Mar Com Inc.  
3001 SE Columbia Way  
Building 41, Suite A  
Vancouver WA 98661

RE: 1995 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for January 1, 1995 through December 31, 1995.

Your permit number is P00595. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000425



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

May 12, 1994

Mr. Tom Maples  
Mar Com Inc.  
3001 S.E. Columbia Way  
Building 41, Suite A  
Vancouver, WA 98661

RE: 1994 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant through December 31, 1994.

Your permit number is P01594. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000426



**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: May 2, 1994  
Permit No.: PO1594

**PERMITTEE:**

Mar Com Inc.  
3001 S.E. Columbia Way  
Building 41, Suite A  
Vancouver, WA 98661

Contact: Tom Maples  
Phone: (206) 693-9916

E.P.A. ID No.: WA0000113761

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product. **THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

PSY500000427

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Mar Com Inc.  
3001 S.E. Columbia Way  
Building 41, Suite A  
Vancouver, WA 98661  
Attn: Tom Maples

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term

is defined in Section O below, except for uses which are incidental to any business conducted on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and

paralegal fees, witness fees (expert and otherwise), deposition costs, copying and telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Mar Com Inc.

*Jon Maples*  
Signature

Typed Name

*MCS*  
Title

*3-15-94*  
Date

Port of Portland

*John Thomas*  
Authorized by  
**Executive Director**

Title

APPROVED AS TO LEGAL SUFFICIENCY  
*James J. Kirk* MAY 02 1994  
James J. Kirk, Port of Portland



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

January 9, 1995

Marine Vacuum Services, Inc.  
1516 Graham Street  
Seattle WA 98108

RE: 1995 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for January 1, 1995 through December 31, 1995.

Your permit number is P00395. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

August 23, 1994

Mr. John Somes  
Marine Vacuum Service, Inc.  
5555 N. Channel Ave., Building 4 Annex  
Portland, OR 97217

Re: 1994 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Dear Mr. Somes:

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for the period August 22, 1994 through December 31, 1994.

Your Permit number is P02794. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

/slb

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000434





# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

December 13, 1994

Marine Vacuum Service, Inc.  
1516 Graham Street  
Seattle, WA 98108

Re: Ballast Water Treatment Plant - Permit and Right-of-Entry

The current Permit and Right-of-Entry which provides for your company to transfer marine generated oily waste water to the Portland Ship Yard's Ballast Water Treatment Plant ("BWTP") expires December 31, 1994.

Two copies of a 1995 Permit form are enclosed. If you would like to continue as an authorized hauler, you must sign both copies of the Permit and return them to my attention, Portland Ship Yard, 5555 N. Channel Avenue, Building 50, Portland, OR 97217 by December 26, 1994. Please be sure to check the accuracy of or fill in your E.P.A. ID Number.

Please note the Permit insurance requirements in Section G. You must be sure that the Port has current evidence of all of the required coverage. The requirement that the Port, its commissioners, directors, officers and employees be named as additional insureds will be strictly enforced.

If I do not receive signed Permits, insurance certificates and any other vehicle licenses, permits or inspection certificates required by December 26, 1994, your Permit to use the BWTP will be terminated as of December 31, 1994.

Please feel free to call me at 240-3012 if you have any questions.

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

April 7, 1994

Daniel S. Goll  
Pacific Dynamics Corporation  
5555 N. Channel Ave., Bldg. 2  
Portland, OR 97217

RE: 1994 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for April 1, 1994 through December 31, 1994.

Your permit number is P01094. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000436



# Portland Ship Yard

5555 North Channel Building 50, Portland, Oregon 97217 USA  
Phone (503) 240-3000

Fax (503) 240-3080  
Toll Free US 800-547-8411, Ext. 3000

Date: 3/31/94

To: DANNY GOLL

Company: PACIFIC DYNAMICS

Fax No: 289-7991

From: SUZANNE BROOKS

Total pages including this one: 1

YOUR NEW BWTP PERMIT NO. IS:

PO1094

You will receive a fully executed  
Permit copy next week, after Port  
Signature.



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

March 11, 1994

Pacific Dynamics Corporation  
5555 N. Channel Ave., Bldg. 2  
Portland, OR 97217

Re: Ballast Water Treatment Plant - Permit and Right-of-Entry


The current Permit and Right-of-Entry which provides for your company to transfer marine generated oily waste water to the Portland Ship Yard's Ballast Water Treatment Plant ("BWTP") expires March 31, 1994. The Port has developed a new Permit and Right-of-Entry form and altered the insurance requirements for obtaining a Permit to bring material to the BWTP. A new PSY Price Schedule will become effective and new forms for use of the BWTP will be required as of April 1, 1994. Be sure to contact the BWTP regarding new prices, procedures or required forms prior to any use.

Two copies of the new Permit form are enclosed. If you would like to continue as an authorized hauler, you must sign both copies of the Permit and return them to my attention, Portland Ship Yard, 5555 N. Channel Avenue, Building 50, Portland, OR 97217 by March 25, 1994. Please be sure to check the accuracy of or fill in your E.P.A. ID Number.

Please note the Permit insurance requirements in Section G. The commercial general and automobile liability policies must be endorsed to provide coverage for sudden and accidental pollution. The requirement that the Port, its commissioners, directors, officers and employees be named as additional insureds will be strictly enforced. You must be certain that the required insurance coverages are in place by April 1, 1994, and that the Port receives a current certificate showing evidence of meeting all of the requirements. Do not assume that previously forwarded certificates will suffice.

If I do not receive signed Permits, insurance certificates and any other vehicle licenses, permits or inspection certificates required by March 25, 1994, your Permit to use the BWTP will be terminated as of March 31, 1994.

Please feel free to call me at 240-3012 if you have any questions.

  
Suzanne L. Brooks  
Contracts Administrator, PSY

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000438

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: \_\_\_\_\_

**PERMITTEE:**

Pacific Dynamics Corporation  
5555 N. Channel Ave., Bldg. 2  
Portland, OR 97217

Contact: Daniel S. Goll  
Phone: (503) 289-7574

E.P.A. ID No.: \_\_\_\_\_

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product.  
**THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Pacific Dynamics Corporation  
5555 N. Channel Ave., Bldg. 2  
Portland, OR 97217  
Attn: Daniel S. Goll

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted

on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and



telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Pacific Dynamics Corporation

Port of Portland

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

03/11/94 - I:\BROOKS\LEGAL\PERMITS\BOILERPL\BWTP.doc

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: P01094

**PERMITTEE:**

Pacific Dynamics Corporation  
5555 N. Channel Ave., Bldg. 2  
Portland, OR 97217

Contact: Daniel S. Goll  
Phone: (503) 289-7574

E.P.A. ID No.: OR0000086371

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product.  
**THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

PSY500000445

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Pacific Dynamics Corporation  
5555 N. Channel Ave., Bldg. 2  
Portland, OR 97217  
Attn: Daniel S. Goll

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted

on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Pacific Dynamics Corporation  
By: 

Signature

Daniel S. Goll

Typed Name

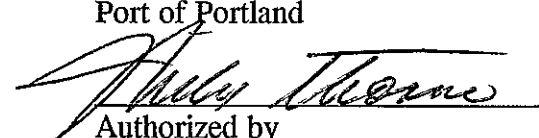
President

Title

March 21, 1994

Date

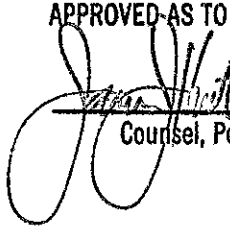
Port of Portland

  
Authorized by

**Executive Director**

Title

APPROVED-AS TO LEGAL SUFFICIENCY

 APR 04 1994

Counsel, Port of Portland





# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

January 18, 1995

Riedel Environmental Services, Inc.  
P.O. Box 5007  
Portland, OR 97208

RE: 1995 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for January 1, 1995 through December 31, 1995.

Your Permit number is P00795. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000451



Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

September 20, 1994

Mr. John Peterson  
Riedel Environmental Services, Inc.  
P.O. Box 5007  
Portland, OR 97208

Re: 1994 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Dear Mr. Peterson:

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for the period September 12, 1994 through December 31, 1994.

Your Permit number is P02694. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

Thank you very much for your cooperation and assistance. Please feel free to call me at 240-3012 if you have any questions.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000452



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

September 7, 1994

Mr. John Peterson  
Riedel Environmental Services, Inc.  
P.O. Box 5007  
Portland, OR 97208

Re: Ballast Water Treatment Plant - Permit and Right-of-Entry

Dear Mr. Peterson:

Enclosed are two copies of a Permit and Right-of-Entry providing for your company to transfer marine generated oily waste water to the Portland Ship Yard's Ballast Water Treatment Plant ("BWTP"). The first copies sent to you for signature have been misplaced and the Permit needs to be re-executed.

Please have both copies of the Permit signed by an individual authorized to obligate Riedel Environmental Services and return them to my attention, Portland Ship Yard, 5555 N. Channel Avenue, Building 50, Portland, OR 97217. I will fill in the commencement date and return a fully executed copy to you for your files after signature by the Port.

Thank you for your cooperation and assistance. Please feel free to call me at 240-3012 if you have any questions.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000453

**Brooks, Suzanne**

---

**From:** Brooks, Suzanne  
**To:** Kirk, Jim  
**Subject:** Riedel Environmental BWTP Permit  
**Date:** Wednesday, September 07, 1994 7:43AM

Jim. On July 13, 1994 I sent to you for Port signature two signed copies of a BWTP Permit for Riedel Environmental. On August 8, 1994 I e-mailed a reminder to you regarding Riedel and Marine Vacuum. I got Marine Vacuum back signed but I still don't have Riedel. Needless to say, I sent the originals to you. Where are they?

**Brooks, Suzanne**

---

**From:** Kirk, Jim  
**To:** Brooks, Suzanne  
**Subject:** RE: BWTP Permits  
**Date:** Thursday, August 18, 1994 3:56PM

I apologize. They were temporarily buried. I will get them on their way today.

-----  
**From:** Brooks, Suzanne  
**To:** Kirk, Jim  
**Subject:** BWTP Permits  
**Date:** Monday, August 08, 1994 9:40AM

I forwarded to you 2 BWTP Permits for signature - Riedel Environmental on July 13th and Marine Vacuum on July 26th. Any idea when I am going to get them back?

Thanks.



Riedel  
Environmental Technologies Inc.

"Imagineering a better world"

- ☒ Riedel Environmental Services Inc.  
☐ Riedel Waste Systems Inc.  
☐ Riedel OMNI Products Inc.

P O Box 5007, Portland, Oregon 97208

Phone 503-286-4656

To: *Suzanne Brooks*

Date: *7-12-94* Date Returned: \_\_\_\_\_

From: *John Peterson*

Subject: *BWTP Permit*

*Suzanne,*

*Enclosed are the two signed  
BWTP permits. Please execute and  
return one at your earliest convenience.*

*We appreciate your help  
in completing this document.*

*Sincerely,  
John Peterson*

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO.	3838
CONNECTION TEL	92839703
CONNECTION ID	RES
START TIME	07/07 07:50
USAGE TIME	06'44
PAGES	7
RESULT	OK

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# Facsimile Cover Sheet

**To:** John Peterson

**Company:** Riedel Environmental Services, Inc.

**Phone:** 286-4656

**Fax:** 283-9703

**From:** Suzanne Brooks

**Company:** POP- PSY

**Phone:** 240-3012

**Fax:** 240-3080

**Date:** 07/07/94

**Pages including this  
cover page:** 7

## Comments:

Following please find a revised version of the BWTP Permit for Riedel Environmental Services. Port counsel prefers the language shown in bold and underline; in Sections E and O, rather than the language suggested by RES attorneys. Please let me know if this language is acceptable, and I will prepare copies for execution.

Thanks.



**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: \_\_\_\_\_

**PERMITTEE:**

Riedel Environmental Services, Inc.

P.O. Box 5007

Portland, OR 97208

Contact: John Peterson

Phone: (503) 286-4656

E.P.A. ID No.: ORD980980023

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product. **THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be \_\_\_\_\_ through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the negligence or wilful misconduct of Permittee or Permittee's directors, officers, employees, agents, contractors, invitees, or any other ~~acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of~~ Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised, nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Riedel Environmental Services, Inc.  
P.O. Box 5007  
Portland, OR 97208  
Attn: John Peterson

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the negligence or wilful misconduct acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting at the direction of or under the control by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and

all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall

satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Riedel Environmental Services, Inc.

Port of Portland

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

07/07/94 - I:\BROOKS\LEGAL\PERMITS\BOILERPL\RIEDEL.doc



Port of Portland



To: Suzanne

Date: 7/5 Time: 9:05

## WHILE YOU WERE OUT

Name: John Peterson

Of: Riedel

Phone No. 286-4656

☐ PHONED

☒ PLEASE CALL

☐ RETURNED CALL

☐ WILL CALL

☐ TO SEE YOU

☐ IMPORTANT

Message: He will be in his office all morning

Pl: right of entry  
for BWTP

R



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

January 18, 1995

Spencer Environmental Services, Inc.  
914 Molalla Ave., Suite 204  
Oregon City, OR 97045

RE: 1995 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for January 1, 1995 through December 31, 1995.

Your Permit number is P00895. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000466





# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

April 18, 1994

Mr. Donald Spencer  
Spencer Environmental Services, Inc.  
914 Molalla Ave., Suite 204  
Oregon City, OR 97045

Re: 1994 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Dear Mr. Spencer:

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for April 12, 1994 through December 31, 1994.

Your Permit number is P01394. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

Please feel free to call me at 240-3012 if you have any questions.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000467

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: \_\_\_\_\_

**PERMITTEE:**

Spencer Environmental Services, Inc.  
914 Molalla Ave., Suite 204  
Oregon City, OR 97045

Contact: Donald M. Spencer  
Phone: (503) 655-0896

E.P.A. ID No.: 980836415

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product.  
**THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Spencer Environmental Services, Inc.  
914 Molalla Ave., Suite 204  
Oregon City, OR 97045  
Attn: Donald M. Spencer

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted

on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

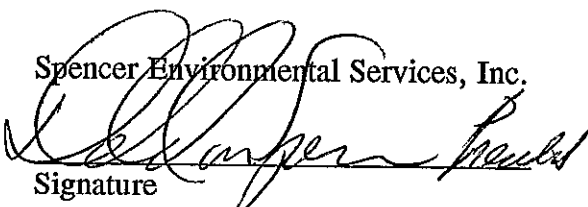
Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Spencer Environmental Services, Inc.

  
Signature

DONALD M. SPENCER  
Typed Name

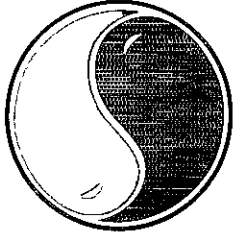
PRESIDENT  
Title

MARCH 15, 1994  
Date

Port of Portland

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Title



# Spencer Environmental Services, Inc.

15770 Beaver Glen Drive  
Oregon City, Oregon 97045  
(503) 655-0896

P.O. Box 84062  
Seattle, Washington 98134  
(206) 467-7988

March 15, 1994

Suzanne L. Brooks  
Contracts Administrator, PSY  
Portland Ship Yard  
5555 N. Channel Avenue  
Building 50  
Portland, OR 97217

Dear Ms Brooks:

Enclosed are two signed copies of the Permit and Right-of-Entry for the Port of Portland.

The E.P.A. ID Number has been verified as correct.

A current insurance certificate will be sent directly to you from the insurance company.

If there is need to contact us further regarding this permit, please feel free to call me at 655-0896.

Sincerely,

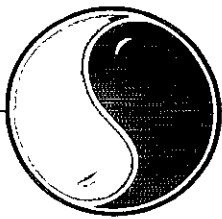
Carolyn Hopkins, Administrative Assistant  
Department of Compliance and Training

Enclosures

WASTE OIL REMOVAL      TANK TESTING      TANK REMOVAL  
HAZARDOUS WASTE TRANSPORTER      SUMP CLEANING

PSY500000474





## **SPENCER ENVIRONMENTAL**

*Protecting the Environment*

Post Office Box 5207 • Oregon City, Oregon 97045-8207  
(503) 655-0896 Fax: (503) 657-3395

**December 13, 1995**

**Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217**

**We note that our Port of Portland Permit and Right of Entry for Use of Ballast Water Treatment Plant expires as of December 31, 1995.**

**We want to renew that permit so that we are currently in compliance with the Port of Portland. All information, with the exception of the company name, will remain the same as noted on the enclosed front page of our current permit. The company is now operating under the name of SPENCER ENVIRONMENTAL instead of Spencer Environmental Services, Inc.**

**We will look forward to receiving the renewed permit in the near future.**

**Very truly yours,**

**Carolyn Hopkins  
Office of Safety and Compliance**

**WASTE OIL REMOVAL**

**TANK TESTING**

**HAZARDOUS WASTE TRANSPORTER**

**TANK REMOVAL**

**SUMP CLEANING**

**PSY500000475**

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: 4/12/94  
Permit No.: P01394

**PERMITTEE:**

Spencer Environmental Services, Inc.  
914 Molalla Ave., Suite 204  
Oregon City, OR 97045

Contact: Donald M. Spencer  
Phone: (503) 655-0896

E.P.A. ID No.: 980836415

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product.  
**THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

PSY500000476

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

Spencer Environmental Services, Inc.  
914 Molalla Ave., Suite 204  
Oregon City, OR 97045  
Attn: Donald M. Spencer

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted

on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2701 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

Spencer Environmental Services, Inc.

Signature

DONALD M. SPENCER

Typed Name

PRESIDENT

Title

MARCH 15, 1994

Date

Port of Portland

Authorized by

Executive Director

Title

APPROVED AS TO LEGAL SUFFICIENCY

APR 12 1994  
Counsel, Port of Portland



Port of Portland

Date: 3/10/94

To: Susie

From: Suzanne

RE: Army Corps of Engineers -  
Use of B.W.T.P.

This is a blanket P.O. for the Corps  
to use the BWTP for material  
from their dredges.

They want to be invoiced monthly.  
Cut-off of end of month OK w/  
them. - I told them invoice  
would only show total bbls and  
total \$. They'd have to look  
to back-up for detail (this is  
what Marie told me). They said  
OK.

Invoice address is in Box #15.  
They'll use this Agreement No., plus a call  
# when requesting SVC.

Form No. 1229

7/87





Port of Portland

Date:

3/10/94

To:

Jerry Johnson

From:

Suzanne Brooks

RE: Army Corps of Engineers Use  
of BWTP for Dredges

Attached shows P.O. number +  
authorized parties for Corps use  
of BWTP.

Susie will invoice them monthly  
for any use during period.

Pls. call me at x3012 if  
you have questions.

**COMPANIES HOLDING CURRENT RIGHT OF ENTRY PERMITS FOR THE  
PORT'S BALLAST WATER TREATMENT PLANT  
FEBRUARY 16, 1994**

Marine Vacuum Service, Inc.  
1516 Graham Street  
Seattle, WA 98108  
Permit Number: B010-93

Mar Com, Inc.  
3001 S.E. Columbia Way  
Building 41, Suite A  
Vancouver, WA 98661  
Permit Number: P00594

Foss Environmental Services, Inc.  
5420 N. Lagoon  
Portland, OR 97217  
Permit Number: B001-93

Northwest Air and Industrial Cleaning  
11026 N E St. Johns Road  
Vancouver, WA 98666  
Permit No. B011-93

Pacific Coast Environmental, Inc.  
6211 N. Ensign St.  
Portland, OR 97217  
Permit Number: B005-93

Spencer Environmental Services, Inc.  
914 Molalla Ave., Suite 204  
Oregon City, OR 97045  
Permit Number: B002-93

Northwest Field Services  
5315 N.W. St. Helens Road  
Portland, OR 97210  
Permit Number B007-93

Pacific Dynamics Corporation  
5555 N. Channel Ave., Bldg. 2  
Portland, OR 97217  
Permit Number B008-93

West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal, WA 98671  
Permit Number B006-93

Riedel Environmental Services, Inc.  
P.O. Box 03906  
Portland, OR 97203  
Permit Number B009-93

(All permits expire March 31, 1994)



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

January 9, 1995

West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal WA 98671

RE: 1995 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for January 1, 1995 through December 31, 1995.

Your permit number is P00295. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

April 7, 1994

L. R. Smith  
West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal, WA 98671

RE: 1994 PERMIT AND RIGHT-OF-ENTRY  
BALLAST WATER TREATMENT PLANT

Enclosed for your files is a fully executed copy of your Permit and Right-of-Entry for use of the Ballast Water Treatment Plant for April 1, 1994 through December 31, 1994.

Your permit number is P01194. Please use this number on all correspondence with the Port.

Also enclosed is a copy of Port policies and procedures related to use of the Ballast Water Treatment Plant.

If you have any questions, please feel free to call me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

March 11, 1994

West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal, WA 98671

Re: Ballast Water Treatment Plant - Permit and Right-of-Entry

The current Permit and Right-of-Entry which provides for your company to transfer marine generated oily waste water to the Portland Ship Yard's Ballast Water Treatment Plant ("BWTP") expires March 31, 1994. The Port has developed a new Permit and Right-of-Entry form and altered the insurance requirements for obtaining a Permit to bring material to the BWTP. A new PSY Price Schedule will become effective and new forms for use of the BWTP will be required as of April 1, 1994. Be sure to contact the BWTP regarding new prices, procedures or required forms prior to any use.

Two copies of the new Permit form are enclosed. If you would like to continue as an authorized hauler, you must sign both copies of the Permit and return them to my attention, Portland Ship Yard, 5555 N. Channel Avenue, Building 50, Portland, OR 97217 by March 25, 1994. Please be sure to check the accuracy of or fill in your E.P.A. ID Number.

Please note the Permit insurance requirements in Section G. The commercial general and automobile liability policies must be endorsed to provide coverage for sudden and accidental pollution. The requirement that the Port, its commissioners, directors, officers and employees be named as additional insureds will be strictly enforced. You must be certain that the required insurance coverages are in place by April 1, 1994, and that the Port receives a current certificate showing evidence of meeting all of the requirements. Do not assume that previously forwarded certificates will suffice.

If I do not receive signed Permits, insurance certificates and any other vehicle licenses, permits or inspection certificates required by March 25, 1994, your Permit to use the BWTP will be terminated as of March 31, 1994.

Please feel free to call me at 240-3012 if you have any questions.

Suzanne L. Brooks  
Contracts Administrator, PSY

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000487

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: \_\_\_\_\_

**PERMITTEE:**

West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal, WA 98671

Contact: L. R. Smith  
Phone: (206) 835-3780

E.P.A. ID No.: WAD988479440

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product. **THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

Permittee agrees to comply with all Port policies, procedures, rules and regulations relating to use of the BWTP, including but not limited to rules adopted by the Port's Executive Director or Director of the Portland Ship Yard. Permittee shall furnish its E.P.A. Identification number, a Coast Guard Certificate of Adequacy, and current licenses, permits or inspection certificates for vehicles coming into PSY.

**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

**C. Compensation to be Paid by Permittee:** Permittee shall owe no compensation for use of the BWTP, provided that Permittee acts only as a hauler of oily marine ballast water or slops.

PSY500000488

The company generating the oily marine ballast water or slops ("Company") will be responsible for payment to the Port for disposal, in accordance with the current PSY Price Schedule rates.

**D. Port's Right to Terminate:** Notwithstanding any provision contained herein, the Port through its authorized representative may terminate this Permit, verbally or in writing, at any time for its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

**E. Indemnity:** Permittee is an independent contractor and agrees to fully indemnify, hold harmless and defend the Port, its commissioners, directors, officers, agents and employees from and against all claims, penalties, actions, damages, injuries, any financial loss or expenses incidental to the investigation and defense thereof, including reasonable attorney's fees, based upon or arising out of the acts or omissions of, or use or occupancy of the Premises by Permittee, its agents, contractors, invitees, employees, or any person or entity acting at the direction or under the control of Permittee.

**F. No Benefit to Third Parties:** The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms. Nothing in this Permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**G. Insurance:** In addition to any special insurance requirements, Permittee shall maintain an occurrence form commercial general and automobile liability insurance policy or policies for the protection of Permittee and the Port, its commissioners, directors, officers, agents, and employees, and insuring Permittee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this Permit or occasioned by reason of operations of the Permittee on or from the Premises with insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies shall be endorsed to provide coverage for sudden and accidental pollution. Such insurance shall name the Port, its commissioners, directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Compensation Act. If Permittee is a qualified self-insured employer, a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit.

Permittee shall furnish to the Port a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Permit. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised,

nonrenewed, or cancelled. Upon request, Permittee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Permit.

**H. Liens:** The Permittee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with the Permittee's consent to be furnished to or for the Permittee in, upon, or about the Premises or improvements thereon, which may be secured by any mechanic's, materialmen's, or other lien against the Premises or improvements or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Permittee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest, provided that the Port may require the Permittee to procure a payment bond in the amount of the contested lien.

**I. Assignment of Interest of Rights:** The Permittee shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

**J. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

**L. Compliance With Law:** Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements, and the rules and regulations adopted by the Port, the Port's Executive Director, or the Executive Director's designee.

**M. Notices:** All notices required under this Permit shall be sent to the addresses set forth below:

West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal, WA 98671  
Attn: L. R. Smith

Port of Portland  
5555 N. Channel Ave., Bldg. 50  
Portland, OR 97217  
Attn: Contracts Administrator

**N. Hazardous Substances:** No use may be made of, on, or from the Premises relating to the handling, storage, disposal, transportation, or discharge of Hazardous Substances, as that term is defined in Section O below, except for uses which are incidental to any business conducted



on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

**O. Hazardous Waste Indemnity:** In addition to the indemnity provided in Section E above, Permittee agrees to indemnify, hold harmless, and defend the Port and the Port's commissioners, directors, officers, employees, agents, and contractors from and against all Costs (as defined below) incurred or assessed under Environmental Laws (as defined below), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Permittee, or Permittee's officers, directors, employees, agents, representatives, contractors, invitees or any other person or entity acting by or on behalf of the Permittee:

(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and

telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

(C) "Hazardous Substances" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include without limitation asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, and urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

(D) "Premises" shall be deemed to include the soil and water table thereof.

Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

West Coast Marine Cleaning, Inc.

Port of Portland

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

December 13, 1994

West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal, WA 98671

Re: Ballast Water Treatment Plant - Permit and Right-of-Entry

The current Permit and Right-of-Entry which provides for your company to transfer marine generated oily waste water to the Portland Ship Yard's Ballast Water Treatment Plant ("BWTP") expires December 31, 1994.

Two copies of a 1995 Permit form are enclosed. If you would like to continue as an authorized hauler, you must sign both copies of the Permit and return them to my attention, Portland Ship Yard, 5555 N. Channel Avenue, Building 50, Portland, OR 97217 by December 26, 1994. Please be sure to check the accuracy of or fill in your E.P.A. ID Number.

Please note the Permit insurance requirements in Section G. You must be sure that the Port has current evidence of all of the required coverage. The requirement that the Port, its commissioners, directors, officers and employees be named as additional insureds will be strictly enforced.

If I do not receive signed Permits, insurance certificates and any other vehicle licenses, permits or inspection certificates required by December 26, 1994, your Permit to use the BWTP will be terminated as of December 31, 1994.

Please feel free to call me at 240-3012 if you have any questions.

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

Enclosures

**PORT OF PORTLAND  
PERMIT AND RIGHT-OF-ENTRY  
FOR USE OF BALLAST WATER TREATMENT PLANT  
PORTLAND SHIP YARD**

Date Issued: \_\_\_\_\_

Permit No.: PO1194

**PERMITTEE:**

West Coast Marine Cleaning, Inc.  
455 "C" Street  
Washougal, WA 98671

Contact: L. R. Smith  
Phone: (206) 835-3780

E.P.A. ID No.: WAD988479440

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described Premises in accordance with the terms and conditions set forth below.

**A. Premises and Permitted Use:** The "Premises" consist of those portions of the Portland Ship Yard ("PSY") over which Permittee must pass to reach the Ballast Water Treatment Plant ("BWTP"). Permittee may use the Premises for the limited purpose of transfer by truck of oily marine ballast water or slops to the BWTP. Port may accept oily marine ballast water or slops only if the material meets the Port's standards for acceptability and the Port has capacity at the BWTP to handle the material. Permittee shall not deliver or attempt to deliver non-marine material to the BWTP. Oily marine ballast water or slops generated outside PSY must be pre-approved by special application to the Port by the company generating the product. **THE PORT RESERVES THE RIGHT TO REFUSE OILY MARINE BALLAST WATER OR SLOPS FOR ANY REASON AND TO REQUIRE A CERTIFICATE OF CHEMICAL ANALYSIS PRIOR TO ACCEPTANCE OF ANY MATERIAL.**

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**B. Term of Permit:** The term of the Permit shall be April 1, 1994 through December 31, 1994, unless terminated as provided herein.

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**K. Warranties/Guarantees:** The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

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on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of Hazardous Substances. All of such uses shall be in strict conformance with all applicable federal, state, or local laws, rules, and regulations, as the same may be amended from time to time.

The Permittee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release, or disposal of a Hazardous Substance, as defined herein, on, under, or adjacent to the Premises, or threat of or reasonable suspicion of any of the same; and/or (2) any notice or communication from a governmental agency or any other person directed to the Permittee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises. In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, for which Permittee is responsible under this Permit or any law or regulation, the Permittee shall, at its own cost and expense, immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial, and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated, and the Premises restored to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations, and the Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial, and/or removal action, the Permittee shall provide the Port with a certification acceptable to the Port that all such contamination has been eliminated. Any costs incurred by or assessed against the Port shall be paid by Permittee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is duly owing and so notifies the Permittee.

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(A) "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (iii) all expenses of evaluation, testing, analysis relating to Hazardous Substances (as defined below), including fees of attorneys, engineers, consultants, paralegals and experts; (iv) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (v) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying and



telephone charges and other expenses; and (vi) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

(B) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances (as defined below) or relate to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking Water Act (44 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage, and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules, and ordinances.

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Permittee shall, at its sole expense, defend any and all actions, suits, and proceedings for which Permittee is responsible relating to matters covered by the indemnity set forth in Section O which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

**P. Security of Oily Marine Ballast Water or Slops:** Permittee shall take all reasonable steps to ensure that nobody will add anything to oily marine ballast water or slops delivered

pursuant to this Permit between the time Permittee receives the oily marine ballast water or slops from the Company and the time Permittee delivers it to the BWTP. Reasonable steps shall include but not be limited to locking and sealing tanks on trucks used to transport oily marine ballast water or slops to PSY under this Permit.

**Q. Entire Agreement:** This Permit represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or communication, written or oral. No amendment to this Permit shall be effective unless in writing and signed by the parties hereto.

West Coast Marine Cleaning, Inc.

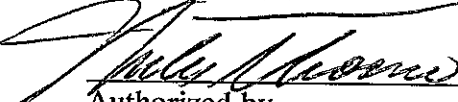
  
Signature

L.R. Smith  
Typed Name

General Manager  
Title

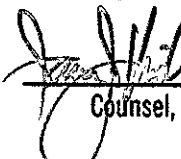
March 14, 1994  
Date

Port of Portland

  
Authorized by

Executive Director  
Title

APPROVED AS TO LEGAL SUFFICIENCY

 APR 04 1994  
Counsel, Port of Portland



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000

July 1, 1992

Mark Leichner  
Clark County Disposal, Inc.  
9411 NE 94th Avenue  
Vancouver, WA 98662

Dear Mr. Leichner:

Enclosed for your files is a Portland Ship Repair Yard Permit and Right of Entry to allow your company access to the yard for sterilization of ship-generated garbage at the Port's autoclave facility.

The change for using the autoclave is \$270.00 per cycle, not \$200.00 as the permit originally indicated. Your permit is effective through December 31, 1992. Please use your permit number A-001-92 on all correspondence with the Port.

To complete your file, I need an insurance certificate showing evidence of the insurance requirements spelled out in Section G of the Permit.

Please call me at 240-3012 if you have any questions about the permit process. Questions concerning the operation of the facility should be directed to Neil Muller at 240-3041.

Sincerely,

Emily Erzen  
Contracts Administration Manager  
Portland Ship Repair Yard

Enclosure

cc: Neil Muller  
Nick Peters



Port of Portland offices located in Portland, Oregon U.S.A.  
Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000501

RECEIVED  
JUN 17 1992

ENGINEERING SERVICES  
LLOYD BLDG.

Emily Erze



**Clark County  
Disposal Group**

*Serving Clark County Since 1937*

206-892-5370

P.O. Box 4698, Vancouver, WA 98662-0698 • 9411 N.E. 94th Ave., Vancouver, WA.

**To**

PORT OF PORTLAND  
PO BOX 3529  
PORTLAND, OR. 97208

PSY500000502

Date:

1/14/98

To:

Suzanne Brooks

From:

LEGAL DEPARTMENT

Subject:

2 originals - permit & ROE - Clark County Disposal

The above captioned document has been signed and is being returned to you for further processing:

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPROVAL TO ENTER INTO LEASE AGREEMENT - CASCADE  
GENERAL, INC. - PORTLAND SHIP REPAIR YARD

Date: October 11, 1989

Presented by: Emily Erzen, Senior  
Research Associate

FACTUAL BACKGROUND AND ANALYSIS

This agenda item requests permission to enter into a long-term lease with Cascade General, Inc. (Cascade), for approximately 108,521 square feet of office, shop, and yard space. Currently, Cascade is leasing approximately 270,409 square feet on a month-to-month basis, and under the new agreement, will continue to lease the remaining 161,888 square feet of space under this arrangement.

The facilities to be included under the long-term lease include:

- o Building 71 Offices
- o Building 64 Machine Shop
- o Buildings 63 and 63A Warehouse and Crane-Served Shop
- o Building 4, Bay 9 Fabrication and Shop Space
- o Fixed Yard Space

The terms of the long-term lease are:

- o Term: November 1, 1989, through June 30, 1994.
- o Option: One 5-year option to renew.
- o Rent: \$21,556.44 per month based upon the following rates:

HVAC Office	14,823 sf @ \$0.60 per sf	\$ 8,893.80
Office	3,260 sf @ \$0.30 per sf	978.00
Warehouse/Shop	6,019 sf @ \$0.20 per sf	1,203.80
Crane-Served Shop	43,190 sf @ \$0.18 per sf	7,774.20
Shed Area	4,658 sf @ \$0.11 per sf	512.38
Open Yard Area	36,571 sf @ \$0.06 per sf	2,194.26
Total	108,521 sf	\$21,556.44

The above rates are currently in effect under Cascade's existing month-to-month lease agreement with the Port and are based on prevailing market rates at the yard.

APPROVAL TO ENTER INTO LEASE AGREEMENT - CASCADE  
GENERAL, INC. - PORTLAND SHIP REPAIR YARD  
October 11, 1989  
Page 2

Rent is net to the Port of taxes, utilities, insurance and interior maintenance except for overhead cranes for Buildings 71, 64, 63, 63A, and Bay 9 of Building 4, and fixed yard space. The Port will provide insurance for Bay 9 of Building 4, and maintenance to the HVAC system in Building 71.

- o Adjustment: Rent is subject to adjustment after three years. Adjustment is based upon the fair market rental value for the premises, but in no event will the rent be less than the previously adjusted rent.

No real estate brokerage commission is payable for this transaction.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to lease Building 71 and 30,946 square feet of yard space at the Portland Ship Repair Yard to Cascade General, Inc., commencing November 1, 1989, through June 30, 1994, for \$10,750.56 per month net of taxes, utilities, insurance, and interior maintenance costs except for maintenance of the HVAC system, which will be paid by the Lessee; and

BE IT FURTHER RESOLVED, That approval is given to lease Buildings 64, 63, and 63A, Bay 9 of Building 4, and 5,625 square feet of fixed yard space to Cascade General, Inc., commencing November 1, 1989, through June 30, 1994, for \$10,805.88 per month net of taxes, utilities, interior maintenance costs except for overhead cranes, and insurance except for Bay 9 of Building 4 which will be paid by the Lessee; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

2642H  
01H049

PSY500000505

## AGENDA ITEM ANALYSIS

### APPROVAL TO ENTER INTO A LEASE AGREEMENT - CASCADE GENERAL, INC -PORTLAND SHIP REPAIR YARD

#### QUESTION

Should the Port consent to lease 108,521 square feet of office, shop and yard space to Cascade General under a five year agreement?

#### ISSUE

Cascade General has been leasing office, shop, and yard space at Portland Ship Repair Yard on a month-to-month basis since September 1987. Cascade General is one of three prime ship repair contractors at PSRY. Since it began operations in 1987, Cascade General has increased its gross annual sales from \$25 million to \$65 million.

Cascade General has asked for a long term lease for approximately 108,521 square feet of the 270,409 square feet they currently lease under their month-to-month agreement with the Port.

#### BIG PICTURE

One of the objectives of PSRY is to create financially strong contractors. Cascade General has asked for a long term lease in order to more easily obtain bank financing for its projects. Additional bank financing for Cascade General will help meet this Port objective.

In addition, PSRY is working to update its leases and to incorporate new environmental language. This new lease contains the updated language and new provisions.

#### FINANCIAL ANALYSIS

The rental rates under the new lease will be equivalent to those in effect under the month-to-month lease. These rates are equal to the prevailing market rates for similar property at the ship yard.

Lease Area: Approximately 108,521 square feet of office, shop and fixed yard space. The space includes Buildings 71, 64, 63 and 63A, Bay 9 of Building 4 and associated yard area.

Term: Approximately five years commencing on November 1, 1989 and continuing through June 30, 1994.

Option to Renew: Cascade General will have one option to renew for an additional five years on the same terms and conditions except for the establishment of rent.



Rent: \$21,556.44 per month. Cascade will be responsible for taxes, utilities, insurance, interior maintenance except for overhead cranes for Buildings 71, 64, 63 and 63A and associated yard area. Cascade will be responsible for taxes, utilities, and interior maintenance except for overhead cranes for Bay 9 of Building 4.

Rent adjustment: Rent will be subject to adjustment every three years based upon fair market rental value for the premises. In no event shall rent be less than the previously adjusted rent.

Improvements: Any improvements to the premises shall be made at the expense of the Lessee.

#### **BENEFITS**

The principal benefits to be gained from this new lease are not financial, but the increased protection to the Port provided by new lease language

- o More restrictive language regarding use of the Premises
- o Indemnity against liability for hazardous substance spills and releases.
- o Lessee's obligations in the event of a Hazardous substance spill and release.
- o Port's right to inspect Lessee's management of Hazardous substances.
- o Commercial general and automobile liability insurance increased to \$5 million.
- o Lessee is responsible for obtaining fire insurance for all buildings except Bay 9 of Building 4.
- o Cascade General will be responsible for all interior maintenance on the premises with the exception of the overhead cranes.
- o Additional language included under "Adherence to law".
- o Cascade General will be obligated under the lease to make rental payments for the lease term. This obligation will continue even if Cascade leaves the premises. No such obligation exists under their current month-to-month lease.

#### **RISKS**

By allowing Cascade General to enter into a long term lease for this space, it precludes the Port from making it available for another use should an opportunity arise. Staff believes this is an unlikely event.

#### **SUMMARY**

By approving this long term lease with Cascade General, the Port will gain the following:

- o Lease language which provides additional security for the Port, particularly regarding environmental liability.
- o A five year commitment from Cascade General to make lease payments on the premises.
- o The long term lease will improve Cascade General's ability to get bank financing, thereby strengthening Cascade's financial situation and helping to meet a Port goal.

APPROVAL OF LEASE WITH CASCADE GENERAL, INC., AND  
TERMINATION OF LEASE WITH SOUTHWEST MARINE, INC. -  
PORTLAND SHIP REPAIR YARD BUILDING 73, BAY 1

Date: September 8, 1993

Presented by: Emily Erzen, Contracts  
Administration Manager

FACTUAL BACKGROUND AND ANALYSIS

This agenda item requests approval to terminate a lease with Southwest Marine, Inc. (SWM), for Bay 1 of Building 73, a surface preparation and painting building at the Portland Ship Repair Yard (PSRY), and to enter into a new lease for the same space with Cascade General, Inc. (Cascade).

Building 73 was constructed in 1981 as a build-to-suit for two PSRY tenants, Northwest Marine Iron Works (Northwest), SWM's predecessor in interest, and Crosby and Overton, each with one-half of the space. Northwest's half of the building (Bay 1) was designed for painting, and Crosby and Overton's half of the building (Bay 2) was designed for surface preparation. Crosby and Overton's lease was assigned to another company and subsequently transferred to Cascade in July 1990.

Cascade currently leases Bay 2 for surface preparation. This bay is not suitable for spray painting. Use of Bays 1 and 2 will provide Cascade with a convenient and environmentally sound location for its surface preparation and painting activities.

SWM has ceased ship repair operations in Portland and is in the process of liquidating its Portland assets. SWM has completed negotiations with Cascade for the sale of the equipment and trade fixtures inside the bay. It would like to be released from its lease obligations at the time Cascade enters into the new lease. Cascade has agreed to assume responsibility for all of SWM's obligations under the current lease.

Terms

The terms of the lease are:

- Premises: Building 73, Bay 1, approximately 12,100 square feet of shop space on 0.38 acres of land.
- Use: Spray painting in support of lessee's ship repair business.
- Term: October 1, 1993, through June 14, 2001.
- Renewal Options: Two 3-year options.

APPROVAL OF LEASE WITH CASCADE GENERAL, INC., AND  
TERMINATION OF LEASE WITH SOUTHWEST MARINE, INC. -  
PORTLAND SHIP REPAIR YARD BUILDING 73, BAY 1  
September 8, 1993  
Page 2

- Monthly Rental: \$3,301.81. This is equivalent to rental paid under the existing lease. Rent is net of taxes, maintenance, and utilities.
- Rental Adjustment: The lease provides the Port the option of rental adjustments on the first day of the third lease year and every three years thereafter. Rental escalations will be based on the fair market rental value of the premises. In no event will the lease rate be less than the previously adjusted rent.

No real estate brokerage fee is payable as a result of this transaction.

EXECUTIVE DIRECTOR'S RECOMMENDATION

The Executive Director recommends that the following resolutions be adopted:

BE IT RESOLVED, That approval is given to terminate a lease dated May 4, 1981, between Northwest Marine Iron Works (Southwest Marine, Inc.'s, predecessor in interest) and the Port of Portland for Building 73, Bay 1 (Port Lease No. 81-053), as of September 30, 1993; and

BE IT FURTHER RESOLVED, That approval is given to enter into a lease with Cascade General, Inc., for Building 73, Bay 1, consistent with the terms presented to the Commission; and

BE IT FURTHER RESOLVED, That the Executive Director or his designee is authorized to execute the necessary documents on behalf of the Port of Portland Commission in a form approved by counsel.

C93032  
EX:ASEP-08

PSY500000510

BUILDING 73 BAY 2 COMMISSION PRESENTATION  
SEPTEMBER 8, 1993

This agenda item requests Commission approval to terminate a long term lease between the Port and Southwest Marine for Bay 1 of Building 73, and approval to enter into a new lease for the same space with Cascade General. Building 73 is a two-bay surface preparation and painting building at the ship repair yard,

Southwest Marine terminated its ship repair operations in Portland approximately 6 months ago, and is in the process of liquidating its Portland assets. They no longer have a need for the Building 73 lease and have been subleasing the bay ~~for~~ to Cascade General several months. During this time period, Southwest has been negotiating with Cascade for the sale of the painting equipment inside the bay. Those negotiations are now complete. Southwest has asked the Port terminate its lease for Building 73, Bay 1 and Cascade has asked to lease the bay.

Cascade General currently leases Bay 2 of Building 73 which is used for surface preparation. Their lease of Bay 1 will provide them with separate facilities for surface preparation and painting. This will allow the building to be used as it was originally designed.

The essential terms of the lease with Cascade General are:

- The lease is for Bay 1 of Building 73, a shop approximately 12,100 square feet which will be used for spray painting.
- The lease will commence on October 1, 1993 and continue through June 14, 2001. This is the termination date for the original lease.
- There will be two three-year renewal options.
- The monthly rental will be \$3,301.81 which is equal to the rental paid under the prior lease. Rent is net of taxes, maintenance and utilities.

*at \$ .27/SF*

*Rental Rate based on  
amortization of Bldg cost (\$272,000)  
over 20 years @ 10% plus 10% of  
land value.*

*12% current rate of return*

*rental rate at  
PSR 1.22 - \$ .35*



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Cavi-Tech, Inc.  
P.O. Box 150348  
Nashville, Tennessee 37215-0348

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 92-083

Attention: Jay Hoag

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,



George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000512



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Farr West Marine, Inc.  
P.O. Box 8789  
Portland, OR 97207

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 85-133

Attention: Art Farr

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151


February 10, 1986

Mr. Gary Skiles  
Multnomah County  
Department of Assessment and Taxation  
319 S.W. Washington  
Portland, OR 97204

ACCOUNT NO. R94117-0769

This is to confirm that the space at the Port of Portland's Ship Repair Yard Building Number 10 rented to Mr. Arthur E. Farr, D.B.A. Farr West Marine, Inc. measures 580 square feet. This area was incorrectly identified as 750 square feet to your department's Rose Wiley in our correspondence of September 23, 1985. We regret this inadvertent error.

If you have further questions, please do not hesitate to call at 231-5568.

  
Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

/cmr





# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

**September 9, 1985**

**Farr West Marine, Inc.  
P.O. Box 8799  
Portland, OR 97207**

**PORTLAND SHIP REPAIR YARD  
MONTH-TO-MONTH LEASE OF IMPROVED SPACES**

**Enclosed please find a fully executed copy of the  
subject document for the Port of Portland.**

**If you have any questions regarding this document,  
please call me at (503) 231-5331.**

**Nanci Crepeau  
Business Supervisor**

**/cmr**

**Enclosures**



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

August 20, 1985

Arthur E. Farr, D.B.A.  
Farr West Marine, Inc.  
P.O. Box 8799  
Portland OR 97207

## PSRY BUILDING 10 OFFICES/REPAIRS AND RATE

Attached is a revised Month-to-Month Lease of the offices you currently occupy based on the proposal you offered the other day. The basic elements of the lease are as follows:

Space:	580 sf @ \$0.25/month	=	\$145.00 per month
Utilities:	580 sf @ \$0.15/month	=	<u>87.00 per month</u>
Total			= <u>\$232.00 per month</u>

Our offer is contingent upon your acceptance of the following:

- 1) A one time payment of \$200.00 for your share of the cost to rent plumbing in your office restroom per code.
- 2) Provision for PSRY to convert locksets in your office to our lock system. This is a basic element in PSRY security and fire plans.

Please sign and return all three copies. When the Port's review process is complete, one original set will be returned to you.

If you have any questions regarding these issues, I may be reached at 231-5568.

  
Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

/sb

## Enclosures

Offices also in Pasco, Washington, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, London

PSY500000516



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Foss Environmental  
7440 West Marginal Way South  
Seattle, WA 98108-4141

CERTIFIED MAIL

Re: Portland Ship Yard Permit  
Port Agreement No.: P02194

Attention: Donald Hogue

This letter concerns your use of the small boat basin at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current Permit with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new agreement to you for execution prior to the termination date of your current Permit.

Other details and requirements of termination of your tenancy will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard



Port of Portland

COPY

Box 3529, Portland, Oregon 97208  
503/231-5000

July 27, 1993

Stephanie Barton  
Manager, Marketing/Administrative Services  
7440 West Marginal Way South  
Seattle, WA 98108-4141

Dear Stephanie:

Enclosed for signature are two copies of a permit and right of entry. This permit allows Foss to store its quick response boat at the shipyard's small boat basin.

When you determine when the boat will be moved to the Port, fill in the blank for the effective date and initial it. Sign each copy and send both back to me for signature by the Port. I will return a fully executed copy once the Port's signature process is complete.

If you have any questions, please call me at (503) 240-3012,

Sincerely,

Emily Erzen  
Contracts Administration Manager  
Portland Ship Repair Yard

Enclosure



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Fraser Boiler & Diesel  
5555 N. Channel Avenue  
Building 10  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 93-096

Attention: Gary Anderson

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper.

PSY500000519

**Brooks, Suzanne**

---

**From:** Brooks, Suzanne  
**To:** Lynn, Robbie  
**Cc:** PSY MANAGERS  
**Subject:** New PSY Tenant  
**Date:** Wednesday, July 05, 1995 8:17AM

Please add the following new tenant to the PSY Tenant List. They are in Building 4, Bay 2.

Harris Thermal Transfer Products  
615 S. Springbrook Rd.  
P.O. Box 770  
Newberg, OR 97132

Phone: (503) 538-1260  
Fax: (503) 538-4281

Contact: Arnie Fuchs

Thanks.

## **Brooks, Suzanne**

---

**From:** Brooks, Suzanne  
**To:** Hunt, Jerry  
**Subject:** FW: Drums at PSY Building 4, Bay 2  
**Date:** Thursday, June 15, 1995 1:53PM

here is the latest

-----  
**From:** Futornick, Katherine (Kathi)  
**To:** Ralston, Phil; Van Ootegham, Steve  
**Cc:** Brooks, Suzanne; Halladay, Debra; McShea, George; Twine, Jeffrey (Jeff)  
**Subject:** RE: Drums at PSY Building 4, Bay 2  
**Date:** Thursday, June 15, 1995 12:05PM

My recommendation is to talk to Dave Donaldson and see if he knows anything about them. If not, then get back to me. My inclination is to move them to the shed and have them characterized to get them out of harm's way.

-----  
**From:** Van Ootegham, Steve  
**To:** Futornick, Katherine (Kathi); Ralston, Phil  
**Cc:** Brooks, Suzanne; Halladay, Debra; McShea, George; Twine, Jeffrey (Jeff)  
**Subject:** Drums at PSY Building 4, Bay 2  
**Date:** Thursday, June 15, 1995 11:39AM

Jerry Hunt and I inspected and inventoried the drums and other materials at Bay 2 of Building 4. On the front or yard side of teh bay there are five(5) 55-gallon drums with waste or garbage inside, as well as a lot of debris laying on the ground. On the rear or Northwest Marine side of Bay 2, there are 15.5 empty 55-gallon drums, one (1) full 55-gallon drum, and three (3) full 5-gallon buckets. Also on the rear side is a locked storage shed with WSI stenciled on the side containing an unknown quantity of oil drums and other petroleum-related containers.

Other than the storage shed, there does not appear to be any identifying labels or markings on any of the abandoned containers. We can remove things to our waste receiving shed or the oil storage shed temporarily, but if this material is tied directly to WSI, perhaps Cadcade General should deal with it just like they did Building 72 and the "bone yard".

**Brooks, Suzanne**

---

**From:** Futornick, Katherine (Kathi)  
**To:** Brooks, Suzanne; McShea, George; Twine, Jeffrey (Jeff); Van Ootegham, Steve  
**Cc:** Ralston, Phil  
**Subject:** RE: PSY - Building 4, Bay 2  
**Date:** Wednesday, June 14, 1995 6:17PM

I need to know if the drums are the Port's drums or someone else's or abandoned. These materials need to be removed before the tenant occupies -- I will work with Phil to remove them properly. When is the date for occupancy.

-----  
**From:** Brooks, Suzanne  
**To:** McShea, George; Twine, Jeffrey (Jeff); Van Ootegham, Steve  
**Cc:** Futornick, Katherine (Kathi)  
**Subject:** PSY - Building 4, Bay 2  
**Date:** Wednesday, June 14, 1995 2:36PM

Phil Ralston did a walk-through of Bay 2, Bldg. 4, at my request because a tenant wants to go in there. He said the Bay is clean, but there are several drums and some other debris outside the "front" door.

This needs to be cleaned up. I don't know if you know about these drums and other junk, and have plans to clean it up, or not.

Phil will send a written report to me and Kathi.

Pls. advise if there is any action I need to take, or if you guys will handle this from this point.

Thanks.



**Brooks, Suzanne**

---

**From:** Brooks, Suzanne  
**To:** McShea, George; Twine, Jeffrey (Jeff); Van Ootegham, Steve  
**Cc:** Futornick, Katherine (Kathi)  
**Subject:** PSY - Building 4, Bay 2  
**Date:** Wednesday, June 14, 1995 2:36PM

Phil Ralston did a walk-through of Bay 2, Bldg. 4, at my request because a tenant wants to go in there. He said the Bay is clean, but there are several drums and some other debris outside the "front" door.

This needs to be cleaned up. I don't know if you know about these drums and other junk, and have plans to clean it up, or not.

Phil will send a written report to me and Kathi.

Pls. advise if there is any action I need to take, or if you guys will handle this from this point.

Thanks.

**Brooks, Suzanne**

---

**From:** Ralston, Phil  
**To:** Brooks, Suzanne; Futornick, Katherine (Kathi)  
**Subject:** RE: PSY Tenant  
**Date:** Monday, June 12, 1995 1:56PM

I would like to schedule the site visit for Wed June 14, 1995 at approx 9:00 am. Is this OK? I will be able to give you a written report by the end of that day. Suzanne, who should I talk with to gain access to the bay?

-----  
**From:** Futornick, Katherine (Kathi)  
**To:** Brooks, Suzanne  
**Cc:** Ralston, Phil  
**Subject:** RE: PSY Tenant  
**Date:** Friday, June 09, 1995 6:54PM

What's the duration of the lease. I'll talk to Phil about his findings and we'll formalize it.

-----  
**From:** Brooks, Suzanne  
**To:** Futornick, Katherine (Kathi)  
**Subject:** PSY Tenant  
**Date:** Friday, June 09, 1995 4:35PM

Harris Thermal Transfer Products wants to lease Bay 2, Building 4, at PSY to make heat exchangers. They had previously been looking at leasing Bay 5, but now that Bay 2 is empty they want it instead.

Phil has checked Bay 2 already, pursuant to the Cascade Permit, and I saw him today and asked him to check it again with regard to a new tenant going in there. Told Phil I would let you know with this e-mail that I had asked him to do so.

They plan to do the same thing Wellons, Inc. has been doing in Bay 1. They cut and weld together tubes and other steel parts to make big heat exchangers. He said they use no hazardous substances - just to power tools and vehicles.

They test the exchangers with plain water after they are complete.

They do no spray painting.

Anything else you need to know?

They want to start July 5, 1995. I plan to give them a draft lease next week. It will have standard Environmental and Insurance provisions. I will put in the provision which says the Port has completed an initial walk-through and (assuming Phil's report is satisfactory) anything found at termination will be presumed to be their responsibility.

Please advise.



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Hazmat Solutions, Inc.  
5555 N. Channel Avenue  
Building 10  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 94-058

Attention: Mike Flanagan

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000525



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Jigg's Floors, Inc.  
5555 N. Channel Avenue  
Building 10  
Portland, OR 97217

CERTIFIED MAIL

Re: Portland Ship Yard Lease  
Port Agreement No.: 82-075

Attention: Walker Hughes

This letter concerns your lease of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current lease with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new lease document to you for execution prior to the termination date of your current lease.

If required under the terms of your Lease, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your lease will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper.

PSY500000526



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

October 16, 1995

Kleen Blast  
2400 Old Crow Canyon Rd.  
A-Z  
San Ramon, CA 94583

CERTIFIED MAIL

Re: Portland Ship Yard Permit  
Port Agreement No.: P02494

Attention: Tim Spurgeon

This letter concerns your use of space at Portland Ship Yard ("PSY"). As you are aware, the Port of Portland has entered into a lease of PSY ("PSY Lease") to Cascade General, Inc. ("Cascade"). The Commencement Date of the PSY Lease is January 1, 1996. After that date, the Port will no longer operate and maintain PSY, and will no longer be responsible for leasing and managing subtenant space.

This is notice to you, therefore, that your current Permit with the Port will terminate December 31, 1995. You will be contacted before that date by Cascade regarding their intention to continue or to terminate your tenancy at PSY. If applicable, Cascade will forward a new agreement to you for execution prior to the termination date of your current Permit.

If required under the terms of your agreement, you may be requested to perform an environmental exit audit prior to the termination date. You will be notified shortly if that is the case.

Other details and requirements of termination of your tenancy will be forwarded later. If you have any questions concerning this notice or the transition process, please feel free to contact Suzanne Brooks at 731-7509.

Sincerely,

George P. McShea, Director  
Portland Ship Yard

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

Printed on recycled paper

PSY500000527



RECEIVED

# NORTHWEST MARINE IRON WORKS

SHIP REPAIRING • GENERAL MACHINE WORK • ENGINEERING

MAIL ADDRESS: P. O. BOX 3109  
PORTLAND, OREGON 97208

2516 N.W. 29TH AVENUE  
TELEPHONE: 228-8222  
AREA CODE 503  
PORTLAND, OREGON

December 30, 1970

The Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

Attention: Mr. C. T. Styron  
Assistant Manager, Marine Department

Re: Building #50, Bay #4

Gentlemen:

We herewith advise you that effective January 1, 1971  
we will vacate the premises of Bay 4, Building No. 50, as  
we no longer have use for this area.

Very truly yours,

*Nick G. Calley*  
Nick G. Calley  
Assistant to the Vice President

NGC/hlk

	Action	Info
Comptroller		
Gen. Mgr.		
Asst. Mgr.		
Admin.		
Inv.		
Fin. Dev.		
<del>Eng.</del> CTS	X	
Technical Serv.		
Public Affairs		
No of Copies	1	

PSY500000528

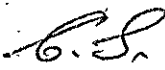
05-735

TO: CONTRACT FILE

FROM: MARINE DEPARTMENT

SUBJECT: AGREEMENT NO. 7011-N-1 -- NORTHWEST MARINE IRON WORKS

This agreement, which covers the rental of all of Bay 4, Building 4, Swan Island, is no longer in effect. Your records will show that this space is now occupied by Fentron Highway Products, Inc.

  
CTS:ad

PSY500000529

April 22, 1975

Bill Gilmore  
Northwest Marine Iron Works  
Box 3109  
Portland, Oregon 97210

Port of Portland

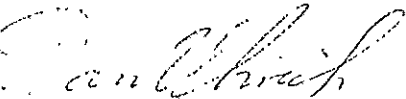
Box 3529 Portland, Oregon 97208  
503/233-6331  
TWX: 910-464-6151

Dear Mr. Gilmore;

We have received your letter regarding the change of area from Bldg. 10 to Bldg. 4 by Keystone Shipping.

Your request that the 760 sq/ft. area in Bldg. 10 formerly occupied by Keystone Shipping be utilized by Northwest Marine Iron Works meets with our approval.

Sincerely,



Dan Uhrich, Yard Superintendent  
Swan Island Ship Repair Yard

DU:jh

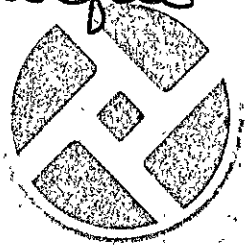
cc: Keystone Shipping

offices also in Toron  
Chicago, Washington, D.C.

PSY500000530



Mardi Crowston  
MUM. Iron Works Legal file



September 18, 1974

Port of Portland

Box 3529 Portland, Oregon 97208

503/233-8331

TWX: 910-464-6151

Northwest Marine Iron Works  
P. O. Box 3109  
Portland, Oregon 97208

Gentlemen:

RE: Bay 8; Building 4, Swan Island

In May of 1972 the Port of Portland Commission approved a \$0.07 per square foot per month rental rate for month-to-month tenants of Building 4. For various reasons this has not been enforced.

At this time, however, we now feel it appropriate to raise your rental on 17,696 square feet of Bay 8 to conform with the rest of that Bay and of Building 4. Effective October 1, 1974 the entire Bay 8 at 25,596 square feet will be billed at \$0.07 per square foot per month or \$1791.72.

If there are any questions regarding this please do not hesitate to call.

Sincerely,

Carl F. Propp, Manager  
Swan Island Ship Repair Yard

CFP:am

offices also in Tokyo,  
Chicago, Washington, D.C.

PSY500000531

630-8  
file  
November 16, 1979

Mr. W. J. Butler  
Vice President and General Manager  
Northwest Marine Iron Works  
P.O. Box 3109  
Portland, OR 97208

BUILDING NO. 4 OCCUPANCY

We accept your offer to vacate Bay No. 7--I understand that your last day of occupancy will be November 30. WISCO will assume lease responsibilities as of December 1.

Regarding Bay No. 5 and the other bays occupied by Northwest: current policy calls for month-to-month leases with preference being given to ship repair related firms. I cannot alter this policy, but I can advise you that the Commission has asked staff to review the current policy for possible modification. Factors in our review will be overall demand for space, available supply, build, buy or lease alternatives, contractor competition, traffic flows, etc. This review may also consider the appropriateness of month-to-month leases.

I cannot give you assurances in this letter which contravene the terms of the lease or the Commission's policy. However, I personally believe that your occupancy of Bays 2, 3, 4, 5, 6 and 8 will be allowed to continue, barring some unforeseen developments.

David N. Heset  
Director, Marine Services

MD35L

cc: Chuck McKeown  
DN: Betty Crofoot  
DN: B5.85



1984 JUN 1 8 02

PORT OF

# NORTHWEST MARINE IRON WORKS

31, 1984

630-8  
630-9

LOCATION: PORTLAND SHIP REPAIR YARD  
5555 N. CHANNEL AVE., BLDG. 2  
PORTLAND, OREGON 97217  
PHONE: (503) 285-7557  
TWX: 910-464-6107 NORMARINE PTL

Mr. C. H. McKeown, Manager  
Portland Ship Repair Yard  
Port of Portland  
P.O. Box 3529  
Portland, OR 97208

*Act. C. McKeown*  
*Info. J. Davis*  
*B. Playfair*  
*D. Neset*

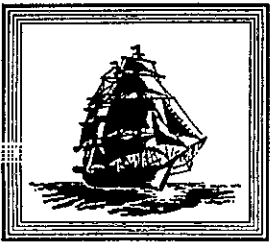
Re: Building 10 Lease Agreement

In accordance with the Lease Agreement for Building 10,  
Amendment 2, Item 4, we hereby notify you that we will vacate  
area 8 of Building 10 by July 1, 1984.

*George Tuckey*  
George Tuckey  
Vice President and  
General Manager

GT/sw

PSY500000533



MAIL ADDRESS: P. O. Box 3109  
PORTLAND, OREGON 97208

# NORTHWEST MARINE IRON WORKS

SHIP REPAIRING • GENERAL MACHINE WORK • ENGINEERING

83 APR 7 A7:49

THE PORT OF PORTLAND

2516 N.W. 29TH AVENUE  
TELEPHONE: 228-8222  
AREA CODE 503  
PORTLAND, OREGON

April 5, 1983

Port of Portland  
P. O. Box 3529  
Portland, Oregon 97208

Attention: Mr. Gary Bevans

Reference: Fabrication Division - Bldg. 4  
Bays 3, 4 and 5

Gentlemen:

This letter is to confirm my meeting with you this P.M. in which I advised you of the intent of our Fabrication Division to be out of Bay 5, Bldg. 4 by July 1, 1983.

It is our desire to retain Bays 3 and 4 at this time with the yard area we presently have in front of and in back of same. The one main office trailer will remain in its present location. The second trailer used in the past for basically our estimators and engineers will be removed.

With competition as it is at present we currently find ourselves in a position that we must do everything possible as far as practical to reduce overhead to remain competitive in the market-place.

In addition to the above reorganization and rearranging we will be doing it is also requested that the Port consider the reducing of the present rental charge for Bays 3 and 4 from .22½ cents per square foot charge to .17½ cents per square foot on a month to month basis.

Thank you.

Very truly yours,

NORTHWEST MARINE IRON WORKS

R. T. Senke  
Vice President/General Manager  
Metal Processing Group

RTS/np

cc: Bob Thoman  
Bill Zavlin

act - G. Bevans  
info - C. McKee  
D. Neset  
B. Crofoot  
- 4 -  
need to update lease  
BC

PSY500000534

APPROVAL OF LEASES - PORTLAND SHIP REPAIR YARD

Date: June 10, 1981

Presented by: Dave Neset  
Director, Marine ServicesFACTUAL BACKGROUND AND ANALYSIS

In February, the Marine Services staff received an appraisal report evaluating Building 4 rental rates. The appraisal recommended \$.225 per square foot per month as a fair market rate for bay space. The last rental increase was from \$.17 to \$.20 per square foot per month on May 1, 1980.

Staff has been negotiating implementation of the recommended rates with the current tenants, Northwest Marine Iron Works (Marine and Fabrication Division) and Dillingham Ship Repair. Northwest (Marine Division) occupies Bays 2, 6 and 8--a total of 74,832 square feet. Dillingham Ship Repair occupies Bays 9, 10 and 11--a total of 78,380 square feet.

Staff proposes to enter into lease agreements with these two companies for a period of two (2) years, effective July 1, 1981, through June 30, 1983. The rate will be \$.225 per square foot per month for the life of the agreement. Rental adjustments will be made at the end of the two-year period based on comparable market rates.

Current agreements are on a month-to-month basis. The longer lease term establishes a guaranteed occupancy and income to the Port while satisfying the contractors' requests for stable business locations and rental rates. Revenues will increase approximately \$5,620 per month, \$67,440 annually.

Bay 1 is currently vacant; Bay 7, occupied by WISCO, will continue on a month-to-month basis at the new rate of \$.225.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into lease agreements with Northwest Marine Iron Works and Dillingham Ship Repair, each lease for

Approval of Leases - Portland Ship Repair Yard

Page 2

bay space in Building 4 at the Portland Ship Repair Yard, at a rental rate of \$.225 per square foot per month, for a term of July 1, 1981, through June 30, 1983; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0205X

CANCELLATION OF LEASE

WHEREAS, THE PORT OF PORTLAND, hereinafter referred to as Port, entered into a Lease dated May 29, 1969, further identified as Port contract, 69-71, with Northwest Marine Iron Works, hereinafter referred to as Lessee, to lease six thousand eight hundred and sixty (6,860) square feet at Portland Ship Repair Yard for office space, warehouse and work area,

NOW, THEREFORE, the parties agree to the cancellation effective July 1, 1982, of the Lease at Portland Ship Repair Yard for six thousand eight hundred and sixty (6,860) square feet dated May 29, 1969.


Dated this 26 day of July, 1982.

THE PORT OF PORTLAND

By   
Executive Director

By \_\_\_\_\_

APPROVED AS TO FORM

  
Counsel for  
The Port of Portland

07/19/82  
07G331:0478L

PSY500000537

July 21, 1976

Jim Butler  
Northwest Marine Iron Works  
Box 3109  
Portland, Oregon 97208

Port of Portland

Box 3529 Portland, Oregon 97208  
503/233-8331  
TWX: 910-464-6151

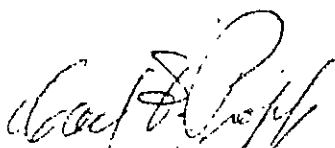
Dear Sir:

As indicated to you in prior correspondence, we have been reviewing our rental rates for the Bays in Bldg. 4. Bullier & Bullier were retained by us to review the market and recommend a competitive rate for the space.

The results of that survey indicated a rate of 11¢/sq.ft./mo. with the owner paying taxes. Because Bldg. 4 tenants pay property taxes, the rate was adjusted downward to 10.32¢.

This rate was presented to and adopted by the Port Commission on July 14th with an effective day of August 1st. Accordingly, this is notice that as of that date your rental rate for Bays 2-7-8 Bldg. 4 will be 10.32¢/sq.ft./mo.

Sincerely,

  
Carl F. Propp, Manager  
Swan Island Ship Repair Yard

CFP:ja

PSY500000538



TO: Accounting Department

65-F(1)  
April 27, 1965

FROM: Carl H. Cover

SUBJECT: Termination of Lease by Olympia Stone Company,  
Bay 6, Building 4

As of this date, April 27, 1965, Olympia Stone called from their home office in Seattle to advise that their registered letter dated March 30, 1965 directed to The Port advised that they would vacate Bay 6, Building 4, and terminate their lease as of May 30, 1965. However, that date is in error in accordance with their telephone notification today and should be recorded as April 30, 1965. Please correct your records accordingly and there should be no billing for the month of May to Olympia Stone.

CHC:ddg

cc: Contract File  
Lew Arnold

  
ACCOUNTING DEPT.

4-14-65  
ACCOUNTING DEPT

NOTED

CNC:ba  
bcc: Accounting  
Contract File  
Low Arnold

Carl H. Cover  
Properties Manager

MAC

THE PORT OF PORTLAND

Sincerely yours,

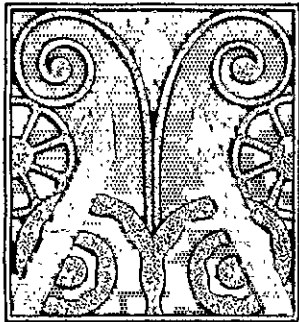
This is to acknowledge receipt of your letter dated March 30  
giving notice of your intent to vacate the space leased in Bay #6  
of Building #4 on Swan Island.  
Your notice to terminate the lease as of May 30, 1965 is  
accepted.

Mr. M. L. Donatt  
Vice President  
Olympian Stone Company  
1415 N. W. Ballard Way  
Seattle, Washington 98107

Dear Mr. Donatt:

April 6, 1965

65-10



# OLYMPIAN STONE COMPANY

INCORPORATED

PRECAST - PRESTRESSED ARCHITECTURAL CONCRETE

SUNSET 2-2211 - 1415 N. W. BALLARD WAY - SEATTLE, WASHINGTON, 98107

LED SWARTZ

March 30, 1965

65-F(1)!

REGISTERED

The Port of Portland  
Swan Island  
P.O. Box 3529  
Portland, Oregon 97208

Attention: Mr. C. H. Cover, Manager  
Properties Department

Gentlemen:

On or before May 30, 1965 we intend to vacate the premises now under lease in bay No. 6, Building 4, on Swan Island.

Please accept this letter as formal notification of the termination of our lease as of May 30, 1965.

Very truly yours,

OLYMPIAN STONE COMPANY, INC.

N. L. DONATT, Vice President

NLD:cg



NOTED:

*R.W. Finley*  
ACCOUNTING DEPT.  
4-14-65

	Action	Info
Gen. Mgr.		(X)
Asst. Gen. Mgr.		(X)
Compt.		(X)
Ch. Engr.		(X)
Properties /10	(2)	
Aviation		
Marine		
b. Inf.		
Army		
Adm. Ass't.		
Special		
No. of Copies		5

PSY500000541

UNITED STATES DEPARTMENT OF COMMERCE

BUREAU OF MARITIME SERVICE

1951

TO: [illegible]  
FROM: [illegible]  
SUBJECT: [illegible]

1. [illegible] [illegible] [illegible]

RECEIVED

MAR 31 1953

THE PORT OF PORTLAND

January 14, 1964

Olympian Stone Manufacturing Co.  
1415 N. W. Ballard Way  
Seattle, Washington 98107

Attention: Mr. Norman Donatt, Vice President

Gentlemen:

This is to confirm an earlier telephone report that the Port Commission informally approved the leasing of bay 6 in building No. 4 on Swan Island for use and occupancy by your company beginning about 15 January, 1964.

It is advised that a formal ratifying of the proposed rental of bay 6 was approved by the Commission on 13 January, 1964. An agreement is in preparation covering the rental per month at the rate of 3-1/2¢ per square foot on an "as is" basis; use of crane to be maintained by lessee and utility services, as required, to be metered and installed by lessee.

Moving of equipment, supplies and other material preliminary to plant operations into the bay is permitted at anytime now.

If further information is needed to assist your company in establishing operations in time to meet manufacturing commitments please feel free to request same.

Yours very truly,

THE PORT OF PORTLAND

*CHC*  
CARL H. COVER,  
Manager, Properties  
Department

CHC:jn

PSY500000543

*file*  
*34*  
*(f)*

July 15, 1953

Fish Commission of Oregon  
State Office Building  
1400 S. W. 5th  
Portland 1, Oregon

Gentlemen:

Herewith is a short form agreement for space you have indicated for rental to you at Swan Island.

If the form is not satisfactory we will be glad to have your comments and try to word a mutually satisfactory agreement.

As stated to you verbally by our Mr. Jones, the Port will place a partial partition to separate the rented space from the general warehouse, providing a door therein for access to toilets, in addition to the items noted under special conditions.

It is further agreed that rental in Building No. 37 will be terminated coincident with your taking on this space.

We greatly appreciate your willingness to vacate Building No. 37 and we are desirous of razing it as soon as possible.

Very truly yours,

THE PORT OF PORTLAND

*J. J. Winn, Jr.*  
JOHN J. WINN, JR.,  
General Manager

JPD:nw  
Encl.

*J. J. Winn*

PSY500000544

68C

PROPERTY RENTAL NOTICE  
AND AGREEMENT

FROM: The Port of Portland, Swan Island, Portland 18, Oregon  
TO: Fish Commission of Oregon

This letter will confirm rental to you by The Port of Portland, effective August 1, 1953, of the real and/or personal property listed below upon the terms and subject to the "Standard rental conditions" and for the purposes and during the term as below noted and to any special conditions herein stated:

Property Rented: (Description) 6400 sq. ft. - in the southeast portion of building at #5900 N. Lagoon Ave., Swan Island, Portland 18, Oregon, as shown on plat attached.

Uses & Purposes: Equipment storage and/or shop for equipment maintenance, etc.

Rental & Term: One hundred ninety two dollars (\$192.00) per month, plus established water charge - (see below), for 1 year term.

Standard Rental Conditions:

All rentals are payable in advance. Tenant's rights hereunder may not be assigned nor space sublet except with Port's prior written consent.

The premises are rented in the condition "as is" and the Port assumes no obligation to perform any work for the repair or betterment thereof, except when it shall have agreed in writing to perform specific work. Alterations shall not be made to the rented premises by the tenant, except when consent is granted by the Port, in writing, in advance, as to any specific item. Signs shall not be painted upon any structure, but suitable, removable signs may be attached to the rented structure when the Port management has given approval of such sign and manner of placement, in advance.

The tenant shall pay to the Port a monthly charge for city water available through the Port's existing distribution system on the premises. The Port reserves the right to place a meter on said service, at its discretion. The minimum charge in any event is to be \$2.50 per month. The Port also reserves the right to discontinue water service when and if service becomes available directly from the City water department. The tenant is to arrange for electric service at tenant's own expense, except as noted in "special conditions".

This lease terminable without liability therefor on thirty days' notice by either party, delivered or sent by registered mail to the other party at last known address.

Special Conditions:

See sheet 2 attached.

Please sign the acceptance on the original hereof and return same to The Port of Portland.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Tenant

Address

THE PORT OF PORTLAND

*[Signature]*  
JOHN J. WINN, JR.  
General Manager

*[Signature]*

FROM: The Port of Portland  
TO: Fish Commission of Oregon

Special conditions referred to on page 1:


After one year term rental to continue as herein provided subject to the right of either party to terminate upon 60 days previous notice to the other party.

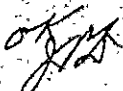
It is agreed that the Port will, upon acceptance of this agreement by the Tenant, install 110-120 v. wiring for lights and plug-ins with light switch close inside outer door and will sub-meter and bill electric energy at appropriate utility schedule rates; the Tenant to pay only for current consumed.

The Port will maintain the roof and outer walls in the ordinary manner to prevent or stop weather leaks and reserves the right to improve the building at its discretion.

Identification for page 2:

\_\_\_\_\_  
Tenant

  
\_\_\_\_\_  
The Port of Portland





His. Glover

The Fish Commission  
of Oregon will terminate  
their Contract #68-C

April 15, 1959.

J. H. Glover

THE PORT OF PORTLAND

April 6, 1959

Fish Commission of Oregon  
307 State Office Building  
1400 S. W. 5th Avenue  
Portland 1, Oregon

Attention: Mr. H. F. Linse

Gentlemen:

This will acknowledge receipt of your letter dated March 31, 1959, regarding termination of the premises in Building No. 10 on Swan Island as at midnight April 15, 1959. The property rental agreement dated August 1, 1953, covering 6400 square feet of space in Building No. 10 will be terminated at that time.

It has been a pleasure having you as a tenant these past years, and the Port sincerely hopes that your new location in southeast Portland meets your every need.

Very truly yours,

THE PORT OF PORTLAND

JOHN J. WINN, JR.  
General Manager

JRB:mt

3/1/87

To: Guy Alois  
From: Jeff  
Subject: DSR YARD SPACE

ON Friday, Feb 13, 1987, I met with FRED Roberts?  
from DSR and we remeasured the spaces that are  
being used as of 2/13/87.

1- (H) NEAR PAINT STORAGE	$20' \times 80' = 1600 \text{ ft}^2$
2- (G) Sandblast Hopper & Ramp	$75' \times 110' = 8250 \text{ ft}^2$
3- (E) NEAR BALLAST WATER TREATMENT PLANT	$70' \times 80' = 5600 \text{ ft}^2$
4- (D) ACROSS FROM BUILDING 4, BAYS 1 & 2	$175' \times 235' = 31,375 \text{ ft}^2$
5- (L) NEAR CENTRAL UTILITY BUILDING	$75' \times 100' = 7500 \text{ ft}^2$
6- (C) ACROSS FROM BUILDING 4, BAY 6	$128' \times 225' = 28,800 \text{ ft}^2$
7- NEAR SANDBLASTING BUILDING	$180' \times 160' = 15,025 \text{ ft}^2$
✓ 8- (A) NEAR BERTH 312 LUNCHROOM	$40' \times 150' = 6,000 \text{ ft}^2$
9- (K) NEAR BERTH 314 LUNCHROOM	$75' \times 150' = 11,250 \text{ ft}^2$
	<u>TOTAL</u> <u>115,400 ft<sup>2</sup></u>

The areas listed below have been vacated and cleaned:

(F) ACROSS FROM BUILDING 4, BAYS 1 & 2	$60' \times 160' = 9,600 \text{ ft}^2$
(M/B) ACROSS FROM BUILDING 4, BAYS 9, 10 & 11	$25' \times 268' = 6,700 \text{ ft}^2$
(I) NEAR NURSE'S STATION	$15' \times 75' = 1,125 \text{ ft}^2$
(J) NEAR BERTH 313	$110' \times 150' = 16,500 \text{ ft}^2$

TOTAL SPACE RETURNED = 33,925 ft<sup>2</sup>

Enclosed is a yard map showing the above spaces.

Jeff Twine

# DIL Trust

*The successor to Dillingham Corporation*

September 3, 1987

Port of Portland  
P.O. Box 3529  
Portland, OR 97208

Attn: Mr. Guy Alvis, Manager  
Portland Ship Repair Yard

Subj: Termination of Dillingham Ship Repair Leases

Dear Guy:

As of this date, we have still not received a formal response to our request, letter dated August 4, 1987, for termination of the Building 71 lease. In addition, at our August 18 meeting, you raised various issues concerning the space leased on a month-to-month basis, and I would like to formally respond to some of these issues at this time.

First, you stated that our month-to-month leases would be cancelled and transferred to Cascade General upon sale of our equipment to Cascade General. By this letter, I am informing you that the sale to Cascade did in fact occur on August 31, 1987. I would like to point out that this proposal is different from what you had verbally stated to us in late June. At that time, you stated that payments on this space would be suspended by the Port of Portland when we had shown that we were no longer operating and using these facilities for revenue generation. As you know, Dillingham Ship Repair officially closed on June 26, 1987, and we were under the impression that the Port had concluded that given the 30-day notification period, the payments would be suspended as of July 31, 1987. Your position now is that rent on the space is due for the month of August. While this is a matter we can negotiate, it is clearly different from what you stated the Port was willing to do during our initial meeting in late June.

Secondly, during our August 18 meeting, you provided us with schedules that indicated various equipment and improvements to which the Port was claiming an ownership interest. As we stated in the meeting and as I now formally state in this letter, it is our position that the Port has no ownership right to our equipment. Specifically, we take exception to, but not limited to, the Port's ownership claim to the following;

Guy Alvis  
September 3, 1987  
Page 2

Location

Building 4, Bay 9

Building 4, Bay 10

Building 50, Bay 3

Building 63 and Annex

Building 64 and Office  
Annex

Equipment

10-ton Overhead Crane  
8 Jib Cranes/Hoists

5 Jib Cranes/Hoists

Water Curtain Paint Filter System  
Sandblast Booth  
Sand Hopper  
Ventilation

5-ton Overhead Crane

3 Jib Cranes/Hoists

Thirdly, various issues or concerns were noted for the leased space and, as we discussed, these concerns will basically be eliminated with the lease of these facilities on a month-to-month basis by Cascade General.

Regarding the Building 71 lease, we hereby request that the Port consider a direct assignment of this lease to Cascade General and our \$75,000 cancellation payment proposal is hereby withdrawn. The effective assignment date of the lease to Cascade General will be October 1, 1987.

Sincerely,

*WA Bergvall/pkc*

W. A. Bergvall  
Director, Property

WAB/pkc

cc: S. Anderson

DIL TRUST COMPANY  
5555 N. Channel Avenue  
Portland, Oregon 97217  
(503) 285-1111

July 14, 1987

Port of Portland  
P.O. Box 5095  
Portland, Oregon 97208

Attention: Judy Greer

Dear Judy:

This is to inform you that we no longer require the following leased areas:

Right of entry - Building 81 @ \$100.00/month  
Building 72, Bay 6, #86-094 @ \$ 654.00/month  
(Plus Utilities)

Use this letter as your authorization to terminate the above leases as soon as possible. It is understood that this termination will be effective by August 1, 1987.

Sincerely yours,



T. E. Frith  
DIL TRUST COMPANY

TEF/ljs

CC: Cliff Pritchard  
Ernie Brawley

PSY500000552

# **Lockport Marine Company**

A Subsidiary of Lockheed Corporation  
5555 North Channel Avenue, Building 10, Portland, Oregon 97217

13 May 1987

Port of Portland  
Portland Ship Repair Yard  
Box 3529  
Portland, OR 97208

Attn: Mr. Guy Alvis  
Business Manager

Subject: Termination of Lease

*Done*

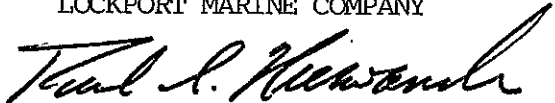
Reference: Building 10 - Lunch & Locker Room  
Approximately 4,800 Square Feet

Dear Guy:

This is to advise the termination of the referenced lease effective June 12, 1987. Please advise if there is any particular inspection you wish to perform prior to our final departure.

Very truly yours,

LOCKPORT MARINE COMPANY



Paul S. Nieswander  
Manager, Contracts

PSN/jm

PSY500000553

# **Lockport Marine Company**

A Subsidiary of Lockheed Corporation  
5555 North Channel Avenue, Building 10, Portland, Oregon 97217

13 May 1987

Port of Portland  
Portland Ship Repair Yard  
Box 3529  
Portland, OR 97208

*Done*

Attn: Mr. Guy Alvis  
Business Manager

Subject: Termination of Lease

Reference: (A) Building 10 - Middle Lean-To Section  
Approximately 2,520 Square Feet  
(B) LOCKPORT Letter of April 21, 1987  
Terminating "PSER" Portion

Dear Guy:

This is to advise the termination of the reference (A) lease effective June 12, 1987. Please advise if there is any particular inspection you wish to perform prior to our final departure.

Very truly yours,

LOCKPORT MARINE COMPANY



Paul S. Nieswander  
Manager, Contracts

PSN/jm

PSY500000554



# Lockport Marine Company

A Subsidiary of Lockheed Corporation  
5555 North Channel Avenue, Building 10, Portland, Oregon 97217

21 April 1987

Mr. Guy Alvis  
Business Manager  
Portland Ship Repair Yard  
Box 3529  
Portland, OR 97208

Subject: Termination of Lease - Building 10  
Portion of Middle Lean-To Section

Dear Guy:

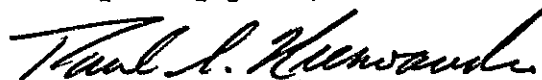
Confirming our earlier telephone conversation, we advise the termination of the subject lease. We will be out of the area not later than April 30, 1987.

As a point of clarification, we are terminating that portion which measures 40' x 77' (3,080 sq. ft.) and has a vertical lift door opening onto N. Lagoon Ave.

There is an additional portion opening into our shop area in Building 10 which we wish to retain on lease at the present time.

We trust the current lease will be modified accordingly.

Very truly yours,



Paul S. Nieswander  
Manager, Contracts

PSN/jm

CC: J. Coleman  
H. Hilgemann  
D. Weitzel

Jody -  
Reduce the  
square footage  
from 5600 sf to  
 $5600 - 3080 = 2520$  sf  
Do not terminate  
the lease

PSY500000555

# **Lockport Marine Company**

A Subsidiary of Lockheed Corporation  
5555 North Channel Avenue, Building 10, Portland, Oregon 97217

13 May 1987

Port of Portland  
Portland Ship Repair Yard  
Box 3529  
Portland, OR 97208

Attn: Mr. Guy Alvis  
Business Manager

*Dave*

Subject: Termination of Lease

Reference: Building 10 - "Stockmar Area"  
Approximately 8,227 Square Feet

Dear Guy:

Confirming our telephone conversation of yesterday, this is to advise the termination of the subject lease effective May 29, 1987. We are removing our equipment from the area now, and will complete the process by May 29th. We can accelerate this activity somewhat if it will assist your efforts in marketing the area.

Please advise if there is any particular inspection you wish to perform prior to our final departure.

Very truly yours,

LOCKPORT MARINE COMPANY



Paul S. Nieswander  
Manager, Contracts

PSN/jm

PSY500000556

**LEGAL ABSTRACT—GENERAL CONDITIONS**78-56  
Agreement Number

Name Dillingham Ship Repair Review Date July, 1979-1985  
Mailing Address 2100 North Albina Reason General ~~land~~ storage  
Portland, Oregon Zip 97227 Type of Document Lease  
Attention \_\_\_\_\_

## CONTRACT REFERENCE

Article	Section	Page	Paragraph
---------	---------	------	-----------

	General Port Location	Ship Repair Yard
--	-----------------------	------------------

1.01	Description of Premises	Building 4, Bays 9 and 10 and 11. Bay 9 (25,000 sq. ft.); Bay 10 (24,600 sq. ft.) and Bay 11 (28,780 sq. ft.)
------	-------------------------	---

1.02	Use of Premises	ship repair, construction, etc.
------	-----------------	---------------------------------

2.01	Effective Date	July 1, 1978	Termination Date	mo-to-mo.
------	----------------	--------------	------------------	-----------

	Renewal Options
--	-----------------

	Purchase Price
--	----------------

	Number of Acres
--	-----------------

4.04	Taxes Paid By	Lessee
------	---------------	--------

4.03	Utilities Paid By	Lessee
------	-------------------	--------

	Escalation of Rent
--	--------------------

**CANCELLED**

Agreement Number

**To the BILLING DIVISION:** Commence billing the lessee as indicated below.

- ☒ New Contract; no previous instructions have been sent.
- ☐ New Contract not finalized; bill as follows until finalization notice is sent.
- ☐ New Contract now finalized; replace prior preliminary authorization.
- ☐ Existing Contract has been changed for the following items only; actual change is circled in red.
- Legal support is:

### PAYMENT SCHEDULE

CONTRACT REFERENCE				Term of Charges From Through	Description of Charges	Billing Period or Due Date	Amount Due Per Billing Period	Account Code Refer*
Article	Section	Page	Paragraph					
	1.01			7/1/78	BUILDING 4, Pay 9(25,000 <sup>#</sup> )	ADV NLO	\$9,405.64	1.
	3.01				Pay 10 (24,600 <sup>#</sup> )			
					Pay 11 (28,780 <sup>#</sup> )			
				11/1/79	"	"	\$10,913.20	1

Fixed Amounts due in ADVANCE on the 10TH day of the month.  
Variable Amounts due in arrears on the 10TH day of the month. FOLLOWING  
Installment payments due as indicated on Payment Schedule.

INTEREST CHARGES ☒ WILL ☐ WILL NOT BE IMPOSED.

Revenue	*ITEM(S) REFERENCE	F	DIV	REVENUE CODING PROJ/LOG			TSK	REV
Distribution	1	A	79	1535			181	
Account								
Coding								

Date 7-21-78

Date 7-19-70

Date \_\_\_\_\_

PSY500000558



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

BETTY CROFOOT

file

March 22, 1982

Mr. Thorne Hilts, Production Manager  
Mr. Scott Fitzwater, Vice President  
Dillingham Ship Repair  
PO Box 4367  
Portland, OR 97208

## INTENTION TO ENTER INTO LEASE AGREEMENTS FOR BUILDING 4, BAY 8 AND BUILDING 50, BAY 2

The purpose of this letter is to confirm the intentions of Dillingham Ship Repair and the Port of Portland concerning new leased space arrangements for Building 4 and Building 50.

In response to the requests made by Mr. Hilts the Port is offering you:

1. A month to month lease arrangement for Building 4, Bay 8. The space will be available for your occupancy upon the vacation of the space by Northwest on approximately June 1, 1982. The effective date of the lease agreement will be a mutually agreed date of possession. Enclosed is a copy of the lease agreement to be used.

It is understood that during this time, you will be consolidating your shop from Building 50, Bay 1 to Building 4, Bay 8. The lease agreement for Building 50, Bay 1 is to be cancelled at time of departure. Acceptance of the terms of this letter will satisfy the requirement of 30 days notice of termination for the existing lease agreement. The termination date will be mutually agreed upon when the availability of Building 4, Bay 8 is established.

2. Building 50, Bay 2 was vacated by Willamette Iron and Steel Company in September 1981. DSR has been using the space temporarily since then without a rental agreement.

Enclosed is a month to month agreement for Building 50, Bay 2 with an effective date of April 1, 1982. This space is offered to you contingent to your agreement to vacate Building 50 Bay 1 within a reasonable time after leasing Building 4, Bay 8.

Offices also in Pasco, Washington, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo

PSY500000559

March 22, 1982

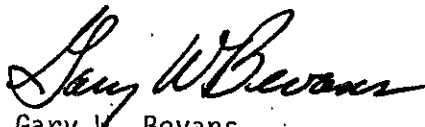
Mr. Scott Fitzwater, Vice President

INTENTION TO ENTER INTO LEASE AGREEMENTS FOR BUILDING 4, BAY 8 AND  
BUILDING 50, BAY 2

Page 2

Please acknowledge the intention of your company to lease Building 4,  
Bay 8 and vacate Building 50, Bay 1 by signing this letter and re-  
turning it to me.

Thank you for your consideration in this matter.



Gary W. Bevens  
Business Manager  
Portland Ship Repair Yard

Accepted by,

Dillingham Ship Repair

Date

Enclosure

GWB:jt

cc: Dave Neset  
Lease File  
Betty Crofoot

PSY500000560

<b>NEGOTIATED CONTRACT</b>		DEPARTMENT <b>ARMY</b>	EFFECTIVE DATE <b>7 Jan 66</b>	SHEET NO. <b>1</b>	NO. OF SHEETS <b>21</b>
REQ NO. OR OTHER PURCHASE AUTH	NEGOTIATED PURSUANT TO <b>10 U.S.C. 2304 (a) (10)</b>	DISCOUNT TERMS <b>Net</b>	CONTRACT NO. <b>DA-35-026-CIVENG-66-223</b>		
ISSUED BY <b>Portland District, Corps of Engineers 628 Pittock Block Portland, Oregon 97205</b>		MAIL INVOICES TO <b>District Engineer, Portland District Corps of Engineers 628 Pittock Block Portland, Oregon 97205</b>			
CONTRACTOR (Name and Address) <b>THE PORT OF PORTLAND Portland, Oregon</b>		PAYMENT WILL BE MADE BY <b>Disbursing Officer, Portland District Corps of Engineers 628 Pittock Block, Portland, Oregon 97205</b>			
SHIP TO (Consignee and Address)  <b>J. E. Sidey Chief, Plant Branch</b>		DELIVERY F.O.B.  <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	DELIVERY DATE(S)  <b>Commencing on or about 9 January 1966 and ending on or about 5 February 1966</b>		

**ACCOUNTING AND APPROPRIATION DATA**  
(Departmental Overprinting Will Be Authorized)

Appropriation: **96x4902 Revolving Fund**

**CONTRACTOR REPRESENTS**

1. That it ☐ IS, ☐ IS NOT, a small business concern. Generally, a small business concern for the purpose of Government procurement is a concern that (1) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 103, as amended, which contains the detailed definition and related procedures.) If Contractor is a small business concern and is not the manufacturer of the supplies covered by this contract, it also represents that all supplies to be furnished hereunder ☐ WILL, ☐ WILL NOT, be manufactured or produced by a small business concern in the United States, its Territories, its Possessions, or The Commonwealth of Puerto Rico.
2. That it is a ☒ REGULAR DEALER IN, ☐ MANUFACTURER OF, the supplies covered by this contract.
3. (a) That it ☐ HAS, ☒ HAS NOT, employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and (b) that it ☐ HAS, ☒ HAS NOT, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 44, Part 150.)
4. That it operates as ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION incorporated in the State of **Oregon**  
**MUNICIPAL**

The Contractor agrees to furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The total amount of this contract is \$ **20,000.00** (estimated)

<b>THE PORT OF PORTLAND</b> NAME OF CONTRACTOR  BY <u><i>George M. Baldwin</i></u> January 17, 1966 SIGNATURE DATE  <b>GEORGE M. BALDWIN</b> TYPED NAME Title <u><b>General Manager</b></u>	<b>UNITED STATES OF AMERICA</b>  BY <u><i>V. M. Eason</i></u> 19 Jan 66 SIGNATURE OF CONTRACTING OFFICER DATE <b>V. M. EASON, Contracting Officer</b> TYPED NAME OF CONTRACTING OFFICER
---	--

**DD FORM 1261**  
1 DEC 55

REPLACES DD FORMS 351, 351-1 AND 351-2,  
WHICH ARE OBSOLETE AFTER 1 JUL 59.

300 10-70241-1

PSY500000561

**CONTINUATION SHEET**  
(SUPPLY CONTRACT)

CONTRACT, ORDER, OR INVITATION NO.  
As applicable)

PAGE  
NO.

DA-35-026-CIVENG-66-223

2

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (Number of units)	UNIT	UNIT PRICE	AMOUNT
1	<p>Services: Furnish all necessary facilities and services as may be required and ordered by Northwest Marine Iron Works for use during the overhaul of the U. S. Dredge DAVISON commencing on 9 January 1966 and ending on or about 5 February 1966.</p> <p>All facilities and services shall be furnished at the rates contained in Tariff No. 27, effective July 1, 1964.</p>	1	Job		<u>Estimated</u> \$20,000.00

NAME OF BIDDER OR CONTRACTOR

THE PORT OF PORTLAND



**GENERAL PROVISIONS**  
**(SHORT FORM NEGOTIATED CONTRACT)**

1. **INSPECTION AND ACCEPTANCE** - Inspection and Acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the Government.

2. **VARIATION IN QUANTITY** (*Jul 1949*) - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. **PAYMENTS** - Invoices shall be submitted in quadruplicate (*one copy shall be marked "Original"*) unless otherwise specified, and shall contain the following information: Contract or Order number, Item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. **DISCOUNTS** - Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the Government, whichever is later. Payment is made, for discount purposes, when check is mailed.

5. **CHANGES** - The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

6. **DISPUTES** (*Jan 1938*) - (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court

of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, The Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. **TERMINATION FOR DEFAULT** - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided that, if (i) it is determined for any reason that the Contractor was not in default or, (ii) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 8.

8. **TERMINATION FOR CONVENIENCE** - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Armed Services Procurement Regulation, in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

9. **ASSIGNMENT OF CLAIMS** - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

10. **EXAMINATION OF RECORDS** - (a) If this contract exceeds \$2,500, the Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract. (b) The Contractor agrees to include the clause in (a) in all his subcontracts hereunder, except purchase orders not exceeding \$2,500.

11. **FOREIGN SUPPLIES** - This contract is subject to the Buy American Act (41 U.S.C. 101-109) as implemented by Executive Order 10582 of December 17, 1954 as amended, and any restrictions in appropriation acts on the procurement of foreign supplies.

12. **CONVICT LABOR (Mar 1949)** - The Contractor agrees not to employ for work under this contract any person undergoing sentence of imprisonment at hard labor.

13. **CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATION** - This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) **Withholding for unpaid wages and liquidated damages.** The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) **Subcontracts.** The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) **Records.** The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

14. **OFFICIALS NOT TO BENEFIT (Jul 1949)** - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. **COVENANT AGAINST CONTINGENT FEES (Jan 1958)** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

16. **GRATUITIES** - (a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

17. **RENEGOTIATION** - This contract, and any subcontract hereunder, is subject to the Renegotiation Act of 1951, as amended, (50 U.S.C. App. 1211 et seq.) and shall be deemed to contain all the provisions required by Section 104 thereof, and is subject to any subsequent act of Congress providing for the renegotiation of contracts.

18. **INTEREST (May 1963)**

Notwithstanding any other provisions of this contract, unless paid within 30 days all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest at the rate of six percent per annum from the date due until paid and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this contract. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this contract, (ii) the date of the first written demand for payment, consistent with this contract, (iii) the date of transmittal by the Government to the Contractor of a proposed supplemental agreement to confirm completed negotiations fixing the amount, or (iv) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement. (ASPR, Appendix E-620)

THE PORT OF PORTLAND  
SHIP REPAIR YARD  
TARIFF NO. 27  
OF  
DRY DOCK RATES  
WITH  
RULES AND REGULATIONS

EFFECTIVE JULY 1, 1964

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO  
ARE HEREBY CANCELLED

*Recd Jan 66  
H.K.C.*

Issued by

THE PORT OF PORTLAND  
A MUNICIPAL CORPORATION  
PORTLAND, OREGON, U.S.A.

July 1, 1964

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TARIFF NO. 27

JULY 1, 1964

THE PORT OF PORTLAND DRY DOCKS.

The Port of Portland Dry Docks are a publicly operated utility. The Port of Portland does not work on vessels but local contractors are equipped to do all kinds of ship repairs. Competitive bids for repair work can readily be obtained from contractors at this Port. In all cases the contract for dockage is between the vessel and/or its owners and The Port of Portland. All bills are due and payable upon presentation.

DRY DOCK RATES

1. Applying on gross tonnage of vessel when officially registered.
2. Vessels operated by the U. S. Government, the gross tonnages of which are not recorded, will be drydocked at the rates listed below, tonnages to be based on those listed in the specifications, subject to our verification, or actual displacement when entering drydock.

3. Dredges, Derrick Scows, Barges (non-propelling):

Official tonnage will be used when available. Otherwise gross tonnage to be determined by hull overall dimensions thus:

Length x Beam x Depth ÷ 100 = Gross Tons.

Short Tons x  $\frac{2000}{2240}$  = Long Tons

	<u>Lift Day</u>	<u>Lay Day</u>
Vessels having a registered gross tonnage of 1,500 tons or over	\$0.25 per registered gross ton for the first 14,000 tons.	\$0.23 per registered gross ton for the first 14,000 tons
Registered gross tonnage and/or cargo over 14,000 tons	\$0.08 per ton	\$0.08 per ton
Vessels having a registered gross tonnage under 1,500 tons	\$1.50 per foot	\$1.25 per foot

Minimum time for computing charges - 1 lift day

Fractional Lay Days: Lay days will be prorated in quarter-days when dry dock work is completed in less than a full lay day. (Minimum charge of \$25.00 for any fractional lay day.)

Cargo - All cargo over 2,500 tons will be charged for at regular tariff rates given above for vessels.

Layup Berth 6, 7, 8

Repair Berth 5

Repair Berth 4

Repair Berth 3

Repair Berth 2

Repair Berth 1

PORT MAIN OFFICE

CONTRACTORS  
MARINE

N. LAGON AVE.

INDUSTRIAL  
BUILDING

PARKING

CONTRACTORS  
STORAGE

SHIP REPAIR  
RESERVE

DRY DOCK OFFICE

SHOPS

CONTROL HOUSES

GATE

SWAN ISLAND LAGON

Repair Berth 1

Pier "A"

U.S. NAVY YFD 69

PORT DO NO. 2

PORT DO NO. 3

Pier "B"

Holding Berth "C"

Pier "C"

Holding Berth "D"

Pier "D"

Holding Berth "E"

Pier "E"

Holding Berth "F"

Pier "F"

Holding Berth "G"

Pier "G"

Holding Berth "H"

Pier "H"

Holding Berth "I"

Pier "I"

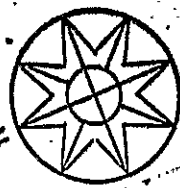
Holding Berth "J"

Pier "J"

Holding Berth "K"

Pier "K"

No. 3	<ul style="list-style-type: none"> <li>• Post-owned</li> <li>• Rigid floating</li> <li>• Steel</li> <li>• 27,000-lift ton capacity</li> <li>• 661 feet long</li> <li>• 601 feet over keel blocks</li> </ul>	<ul style="list-style-type: none"> <li>• 114 feet width</li> <li>• (between wing walls)</li> <li>• 30-minute lift time</li> <li>• average</li> <li>• 32-foot depth over keel blocks</li> </ul>
No. 2	<ul style="list-style-type: none"> <li>• Post-owned</li> <li>• Section (5) floating</li> <li>• Wood</li> <li>• 14,000-lift ton capacity</li> <li>• 514 feet long</li> <li>• 458 feet over keel blocks</li> </ul>	<ul style="list-style-type: none"> <li>• 91.5 feet (clear width)</li> <li>• 45-minute lift time</li> <li>• average</li> <li>• 28-foot depth over keel blocks</li> </ul>
YFD 69	<ul style="list-style-type: none"> <li>• Leased by Port From U.S. Navy</li> <li>• Rigid floating</li> <li>• Steel</li> <li>• 18,000-lift ton capacity</li> <li>• 598 feet long</li> </ul>	<ul style="list-style-type: none"> <li>• 528 feet over keel blocks</li> <li>• 88 feet (clear width)</li> <li>• 40-minute lift time</li> <li>• average</li> <li>• 29.6-foot depth over keel blocks</li> </ul>



# SWAN ISLAND SHIP REPAIR YARD

WILLAMETTE RIVER

JULY 1, 1964

**Services included in drydock rates** - The above rates include the following facilities to the extent of availability and subject to the limits given. All overtime labor at posted rates.

1. Crane Service (1 crane) - Limit - 4 hours at posted rates.
2. Electricity
3. Compressed air (contractor must make connection to vessel)
4. River water pump (contractor must make connection to vessel)
5. Steel Skips
6. Concrete test blocks
7. Flood lights, cluster lights and plug boxes. (Damaged or broken equipment to be charged to the contractor at replacement cost plus 25%) Lamps not to be included with above equipment.
8. Standing by for vessels convenience on straight time only--limited to one and one-half hours. Overtime shall be at posted rates.
9. When two or more vessels are drydocked piggyback for the purpose of effecting repairs and/or floating the piggyback vessel or vessels dry dock haul and lay day rates will apply to each vessel.
10. Moving a vessel on blocks - no extra charge for the first such move on straight time. Contractor will be charged for all overtime labor at posted rates and any additional moves for labor at posted rate.
11. Removing or replacing blocks on straight time with exception noted as to wrecked or other vessels requiring special blocking - see page 5, paragraph entitled "Extra dock work."
12. Contractor will be allowed 4 hours crane service for cleaning drydock after vessel's undocking. All such cleanup of the drydocks shall be performed by the user as directed by The Port.
13. All vessels will receive services and/or facilities to the extent that usage of such services at posted rate shall not exceed one-half (1/2) of the docking charge. In all cases where the combined services do exceed one-half (1/2) of the docking charge, then such excess services will be billed at posted rates as an extra charge in addition to the regular drydock charges. All such additional charges, if any, will be computed by applying the services furnished at posted rates and deducting therefrom one-half of the regular docking charge for the vessel.

**Idle Time on Drydock** - A charge of 15 cents per lineal foot of overall length per day or fraction, to the nearest dollar, minimum charge \$25.00 plus the regular tariff rate for all services and facilities used during the idle period will be made for vessels on drydock Saturdays, Sundays and/or holidays, if drydock work is not performed. The provision herein for idle time rates shall not apply in the event that another vessel is waiting to go on dry dock and the full dry dock charge will be applicable.

JULY 1, 1964

METHOD OF CHARGES FOR DRYDOCKING

- |   |   |
|---|---|
| 1. Drydocking or undocking not on overtime      | Tariff rate only - No labor charge              |
| 2. Drydocking or undocking on overtime          | Tariff rate plus overtime labor at posted rates |
| 3. Removing and/or replacing blocks on overtime | Total labor including overtime at posted rate   |

Lift Day - The first twenty-four hours shall constitute the lift day and shall be the minimum time used for computing charges. Lift day charge accrues from the time the bow of the vessel crosses over the sill of the dry dock, except that in case a vessel is docked at The Port's convenience preceding commencement of dry dock work, the dry dock charge shall accrue from the starting of a Port work day plus that time commencing from the vessel entering dry dock until such time vessel is dry, or from such previous time as dry dock work is commenced, unless another vessel is waiting to go on the dock. In the event another vessel is waiting to go on the dry dock already occupied, or about to be occupied, no delay shall be permitted in docking, and the first, or lift day charge shall accrue from the time the vessel bow crosses the sill or from time of arrival of the waiting vessel and shall continue at lift day or lay day rates as applicable until such vessel, or vessels are undocked, including Saturdays, Sundays, and holidays.

Lay Day - A lay day shall be the twenty-four hour period following a lift day or any preceding lay day, provided, however, that a lay day shall end when the vessel is ordered to be undocked.

Delayed Undocking - If undocking of a vessel is delayed for the dry dock's convenience after the expiration of a chargeable period the tariff charge shall accrue only to the end of such chargeable period.

EXTRAS TO BE CHARGED TO CUSTOMER

Labor Charges - Labor at posted rates will be charged for setting blocks, docking and/or undocking except when done during The Port's regular working hours. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.

A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel and the vessel fails to fulfill such engagement.

A charge for total labor at posted rates will be made in all cases where overtime work is performed for vessel's convenience.



JULY 1, 1964

Extra Dock Work - Wrecked or other vessels requiring extra blocking will be charged for the additional labor and material required in preparing and clearing the dock; a charge will likewise be made for all keel and bilge blocks damaged by removal to effect repairs to a vessel. Deep draft vessels requiring the opening and flooding of buoyancy compartments shall be charged at the rate of \$200.00 per compartment to cover the cost of cleaning and drying of same. When orders are received to raise a vessel after beginning to sink the dock, lay day rates without abatement will be charged plus all additional expense caused the dock.

Limitation of Time - Vessels requiring a drydock more than two weeks will be allowed to have the same only by special arrangement with The Port of Portland. Request for such scheduling shall be submitted in writing.

Changes - All rates and conditions herein are subject to change at the discretion of The Port of Portland but not so as to increase charges on a vessel definitely engaged for drydocking hereunder.

#### RATES FOR AUXILIARY SERVICES

Berthage for Repairs Afloat - While a vessel is permitted to berth at piers for the purpose of effecting repairs and/or alterations, making tests and other non-prohibited operations, charges shall be designated "Berthage for Repairs" and the following charges shall apply:

Rates: 15 cents per lineal foot overall length per 24 hour day or fraction, to the nearest dollar, for the first 15 week days and thereafter 06 cents per lineal foot overall length per 24 hour day or fraction, to the nearest dollar. Charges on Saturdays, Sundays, and holidays will be at 06 cents per lineal foot overall length unless repairs are in progress in which case the normal repair rate shall apply. The minimum charge is \$15.00 per 24 hour day or fraction thereof.

The foregoing berthage charge is defined to include the right of repairer and his employees to limited use of the adjacent pier dock, comfort facilities, pier approach, roadway, parking space and all common user facilities, non-exclusively, and subject to all other tariff charges for special facilities and services, and subject to a preferential right of vessels in drydock.

Wharfage - While a vessel is permitted to tie at piers when not under repairs, the following rates shall apply:

Rates - For vessels lying idle at berths B, C, 1, 2, 3, 4 or 5, charges shall be the same as for vessels under "Berthage for Repairs." Minimum charge is \$15.00 per 24 hour day or fraction thereof.

For vessels lying idle at berths 6, 7, or 8, 10 cents per lineal foot overall length per 24 hour day or fraction to the nearest dollar. Minimum charge is \$15.00 per 24 hour day or fraction thereof.

JULY 1, 1964

For vessels breasted out at berths 6, 7, or 8, 4 cents per lineal foot overall length per 24 hour day or fraction thereof. Minimum charge is \$10.00 per 24 hour day or fraction thereof. Total width of vessels in one berth shall not exceed 130 feet.

The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessel's personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel, except routine work by vessel's personnel. If vessel is otherwise under repair the "Berthage for Repairs" rates hereinafter listed shall apply.

Small Vessels - Berthage and Wharfage - When two small vessels (less than 250 feet in length and 35 feet in beam) are moored side by side for repairs, there will be no charge for berthage or wharfage on the outboard vessel, however, all other tariff charges for facilities and services will apply on vessels so moored.

Vessel Cancellation - A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.

#### SHORESIDE DRYDOCKING

Small Vessels - Dry Dock Rates - Water-borne vessels including tugs, pleasure craft, and barges may be lifted out of the water for shoreside drydocking or other purposes under the following provisions:

##### Charges:

1. Drydocking or lift day charges \$25.00 plus \$1.00 per ton in excess of 5 tons displacement, for one crane. Additional crane service at tariff rates for cranes.
2. Lay day charges will be determined by normal tariff charges for use of shoreside areas.
3. Undocking day charges will be crane service charges only.
4. Displacement tonnage shall be determined by the Marine Manager or his assistants from the length, breadth and draft of the vessel, using an appropriate block coefficient.
5. If undocking occurs during the 24 hours docking day period, the docking day charge only will apply.
6. Small vessels unloading from truck or rail car to river or from river to truck or rail car will be charged the same as item (1) above.

JULY 1, 1964

Conditions:

1. Vessels whose displacement indicates weight beyond or near the capacity of the available facilities to lift, or vessels which may constitute a hazard will not be lifted.
2. The Port of Portland assumes no responsibility for safety or security of any vessel either while being lifted or while on the blocks.
3. All blocks and rigging lines below the gantry hook, spreader bars, or any other tackle of any kind are to be furnished by others. All rigging is to be done by others.
4. The Marine Manager of The Port of Portland or his assistants shall have the right to require additional cranes or to refuse to lift any vessel.

TOOLS, EQUIPMENT AND SERVICESSERVICES

The following services are available to the limit of installed capacity. Charges will be made at the rates specified. Connection of the services is the responsibility of the contractor.

	<u>Rate per hour or fraction</u>
<u>COMPRESSED AIR - PER CONTRACTOR</u>	(Minimum charge 1 hour)
One ship or operation using air	5.50
Two ships or operation using air - each	3.30
Three ships or operations or more using air - each	2.75
<u>STEAM SERVICE PER CONTRACTOR</u> (Minimum charge 8 hours)	
Sufficient notice must be given for placing plant on the line.	
One ship or operation using steam	4.50
Two ships or operations or more using steam - each	3.00
<u>ELECTRICITY</u>	
First 5,000 KWH or less, per ship or operation	\$0.03 per KWH or \$1.00 min. charge
Second 5,000 KWH and over, per ship or operation	\$0.0215 per KWH

TARIFF NO. 27

JULY 1, 1964

WATER

City Water

\$0.40 per 1,000 gals.  
Min. charge \$3.00

River Water Pump Operation

\$3.00 per hr. or  
fraction

OPERATED EQUIPMENT

The following equipment is available fully operated. Charges will be made at the rates specified plus the operator (truck crane operator and driver) at posted rate. Straight time or overtime as applicable. Straight time rates shall apply when the operators are on a straight time operating basis only, otherwise overtime rate will apply. Minimum charge - one hour.

	<u>Rate per hour or fraction</u>
Gantry crane	\$10.00 plus operator
Mobile truck crane	6.50 plus operators
Bridge crane (shop)	3.00 plus operator
Diesel motor tractor with trailer	7.00 " "
Diesel motor tractor without trailer	5.00 " "
Chevrolet dump truck	3.50 " "
Fork lift truck	5.00 " "
150 ton hydraulic press	4.00 " "
8" x 20" power planer	5.00 " "

MACHINE TOOLS AND MISCELLANEOUS

The following tools are available for use in the ship repair yard by regular tenants of the yard. Lessee shall be responsible for equipment while in his possession and shall return equipment in good condition. Any repairs necessary will be for the account of the lessee.

	<u>Rate per hour or fraction</u>
Drill (upright)	\$ 0.50
Drill (Radial)	3.00
Lathe 36"	3.00
Lathe 20"	2.50
Lathe 18"	2.50

## TARIFF NO. 27

JULY 1, 1964.

	<u>Rate per hour or fraction</u>
Shaper (24")	\$ 3.00
Thread Machine (Pipe - 6")	3.00
Thread Machine (Pipe & Bolt - 2")	3.00
Welding Machine - 300 amp.	2.50
Welding Machine - 600 amp.	3.00
Power Hack Saw	2.00
Blacksmith Forge & Power Hammer	5.00
Shears (Plate)	2.00
36" Jointer	2.50
Band Saw - each	3.00
Air Hammer	2.00
50-ton Trailer (without tractor)	4.00

Miscellaneous

	<u>Rate per day or fraction</u>
Flood lights, cluster lights, plug boxes, electric cables (each 50 ft. length) etc. - each	\$ 0.50
Lamp globes not included with above lights	
Steel skips - each	0.50
Concrete test blocks - each	2.00

SHORE AREAS

Use of shore areas for construction, repair and storage of small barges, tugs, launches, etc.

<u>Up to</u>	<u>Rate per Calendar Day or fraction</u>	<u>Minimum Charge 4 days</u>			
1,000 sq. ft.	\$1.25	"	"	"	"
2,000	1.50	"	"	"	"
3,000	1.75	"	"	"	"
4,000	2.00	"	"	"	"
5,000	2.25	"	"	"	"
6,000	2.50	"	"	"	"
7,000	2.75	"	"	"	"
8,000	3.00	"	"	"	"
9,000	3.25	"	"	"	"
10,000	3.50	"	"	"	"

Areas in excess of 10,000 square feet to be charged at the rate of \$0.0003 per square foot per calendar day. The amount of space allotted shall be as directed by the dry dock authorities.

July 1, 1964

MATERIALS AND SUPPLIES

The Port of Portland cost plus 25 per cent.

LIMIT OF CAPACITY OF SERVICES

All such use shall be limited to capacity and condition of facilities, beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Marine Manager and his assistants shall be complied with promptly and continuously. The right is reserved by the Marine Manager and his assistants to cancel permissions given hereunder at any time and without recourse.

RULES AND REGULATIONS

1. Tools, Equipment and Services. Tools, equipment and services are available under the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Dockmaster. In all cases the decision of the Dockmaster or his assistants will be final.
2. Application - Responsibility. The dry docks are available to vessels, under provisions of this tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall under no circumstances be regarded as the agent of The Port of Portland and The Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that The Port of Portland is wholly absolved therefrom.
3. Trim of Vessel - Assumption of Risks. Vessels to be docked must be put on an even keel abeam and trimmed so that the difference in fore and aft trim shall not exceed 8 feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibility in such cases for damage to dry dock, vessel, cargo or other property or to persons.

Any damage to the dock or wharves or property connected therewith, caused by negligence or any other fault of the vessel will be charged to the vessel.

4. Moving Blocks. Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel and only with the consent of the dry dock authorities; provided, however, that any such consent given or any assistance rendered by the dry dock authorities or any representatives of The Port of Portland shall in no wise affect the provisions of Rule 2 hereof, absolving The Port of Portland from responsibility for damages under the circumstances stated in said Rule 2.

JULY 1, 1964

5. Staging Lines. Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines and lines to steady the vessel while being docked when so requested by the dockmaster.

Available stage planks and trestles for the use of the vessel while on the dock will be furnished by the Dock on application. Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by The Port. Vessels or contractors may bring their own staging to the dock, but must remove same from dock and wharves upon completion of the work.

All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.

The user will be responsible for all damage to staging plans and trestles while assigned for his use. Repairs will be made by the user when ordered or will be made by The Port for the users account at cost plus 25 per cent.

6. Scheduling of Vessels. Vessels will be scheduled for drydocking in the order of the date applied for, except that

(a) A vessel certified in writing by the American Bureau of Shipping or other qualified Marine Surveyors, as being in an unsafe condition and in immediate need of drydocking shall have priority over all others.

(b) Ocean-going vessels in active service shall have priority over vessels preparing for service or layup.

(c) Ocean-going vessels shall have priority over river craft, barges and non-propelled craft.

(d) In no case shall a drydock be held vacant waiting for a vessel not at berth for docking at the time the drydock becomes available. Such a vessel will automatically lose any scheduling advantage and must reschedule.

(e) In the event that two vessels apply for docking on the same day and it is possible to dock only one on that particular day, the ship which scheduled first shall have preference, provided that all other factors are equal.

(f) The Port of Portland reserves to itself the right to assign the drydock to be made available for any vessel.

(g) Nothing contained herein shall be construed as a guarantee by The Port of Portland of any drydocking date.

JULY 1, 1964

7. Oil Disposal. Vessels must make provision that fuel oil will not be discharged while on dry dock or afloat at wharves.

The Port of Portland reserves the right to remove oil discharged in violation of this rule by any means it chooses and the cost of such removal or attempts to remove such oil will constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.

8. Safety Measures & Sanitation. Vessels using the dock or wharves must at all times keep the same clear of dirt and rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times, of equipment and debris to facilitate the movement of fire equipment. In the event of non-compliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal.

Water closets and urinals on the vessels shall be locked up or fastened securely, and not used while the vessel is in the dock, under penalty of twenty dollars (\$20.00) for each infraction of this rule. In the event of any infraction of this rule, both the vessel and the owners shall be liable for said penalty, and the same shall be included in and form a part of the charges against the vessel and owners for the use of said dock.

Smoking or open flame may be declared a hazard in any area at any time, and be strictly prohibited by The Port of Portland. Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, The Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect, will be chargeable to the vessel and collected as a part of the service charges.

Any person employed on or about any vessel who shall fail or neglect to observe these rules or the orders of the drydock authorities, or shall use profane or indecent language, or otherwise render himself obnoxious, shall be immediately discharged, and shall not again be allowed upon such vessel while in the dock or at the wharves of The Port of Portland.

Vessels while using wharves or dock, shall furnish and display lights during the night at each end of all gangways in use and comply with all harbor regulations.

Electric wires must not be interfered with under any circumstances. All electrical connections to shore service must be made to the satisfaction of the dry dock authorities.



JULY 1, 1964

All requirements of the "Safety and Health Regulations for Ship Repairing" as issued by the United States Department of Labor and applicable regulations of other government agencies shall be adhered to by firms using The Port of Portland facilities.

9. Gas Freeing. No tanker or tank barge shall be moored at Swan Island for the specific purpose of gas freeing exclusively. Vessels being repaired shall be gas freed in accordance with the applicable provisions of the "Safety and Health Regulations for Ship Repairing" as issued by the United States Department of Labor. The frequency of gas free certificates shall be as determined by the Marine Manager or his assistants.
10. Storing Supplies - Explosives and Combustibles. The right is reserved to refuse dockage or berth at the dry dock plant to any vessel having on board explosives or highly volatile products or which might from other causes create an unusual risk. No kerosene, gasoline, solvents, paints, paint thinners or other explosive or inflammable materials, will be allowed to remain on the docks or wharves. All such material must be stored in a manner approved by the governmental officials having jurisdiction.
11. Wharves and Yard Area. Vessels lying at the wharves of the dry dock shall move at the vessel's expense at any time they are requested to do so by the Marine Manager of The Port or his assistants. Assignment of use of yard area will be under control of The Port and any area assigned will be subject to charges under the tariff.
12. Scows and Barges Must Vacate. Scows and barges shall vacate the dry dock upon order of the dry dock authorities whenever the dry dock is required for other work and the dry dock authorities are authorized to remove scows and barges in such circumstances. Any costs incurred in keeping a scow or barge afloat or moored shall be payable as an additional charge.
13. Security. In the interest of security, identification badges may be required for persons entering the dry dock area when considered necessary by the Port.
14. Equipment on Port Premises. Except for equipment installed within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair yard. Speed of vehicles in yard is limited to 15 m.p.h.
15. Inside Parking. Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the control of the Marine Manager and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the areas marked for parking.

TARIFF NO. 27

JULY 1, 1964

16. Outside Parking - The lighted parking lot outside the fence is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by Ordinance of The Port of Portland Commission.
17. Change of Rules - These rules and regulations are subject to change when necessary in the judgment of The Port of Portland.

TARIFF NO. 27

JULY 1, 1964

THE PORT OF PORTLAND

POSTED LABOR RATES

SHIP REPAIR YARD

	PER HOUR	
	Straight	Overtime
Electrician Foreman	\$4.58	\$9.16
Dock Foreman	4.58	9.16
Pier Foreman	4.58	9.16
Machinist Foreman	4.58	9.16
Carpenter Foreman	4.58	9.16
Crane Operator	4.46	8.92
Carpenter	4.29	8.58
Electrician	4.29	8.58
Machinist	4.29	8.58
Rigger	4.29	8.58
Utility Man	4.09	8.18
Dock Attendant	4.11	8.22
Guard	3.82	7.64

These rates include Employers Liability Insurance, Vacation, Retirement, Sick Leave Provisions, etc.

May 26, 1970

TO: File


FROM: James A. Theda

SUBJECT: MACK TRUCK - AUTOMOTIVE EQUIPMENT COMPANY

On Monday, May 25, 1970, I called on Automotive Equipment Company and talked with Mr. Mitchell, Controller. We discussed the impending street lighting and underground wiring project on Swan Island and also his company's construction plans to increase the size of their present facility. Mr. Mitchell mentioned that the scheduled completion date for construction of all facilities was September 15, 1970.

We also discussed the piling of wrecked cabs, used truck components and other miscellaneous junk items at the rear of his property in the corner adjacent to Jacob Hamburger Company. He mentioned that his company has done considerable clean up in this back lot area in the past six months to a year since absorbing the site from Mack Trucks, Inc. We discussed the deed restrictions requiring all parking and storage areas to be screened. I brought up the May 21, 1969 letter from Carl Cover to Mr. W. B. Smith concerning the landscaping of the back lot as well as installing redwood slats in the fence. Mr. Mitchell declined any knowledge of the letter but did state that they had planned to landscape the rear lot. I mentioned that we would press to have the redwood slats installed in the fence particularly in the area along the Jacob Hamburger property line and Channel Avenue and back to the Wire Rope warehouse. He said they hadn't discussed fences but would be in the near future and that he would be in contact with me.

He further stated that once construction was completed that most of the junk items now stored in the back lot would be disposed of and the area used as a display concourse for new trucks.

  
JAT/lr

PSY500000582

Put in  
basement

Brian Freeman



## PACIFIC DIESEL POWER CO.

5061 N. Lagoon (Swan Island)  
Portland, Oregon 97217

Phone (503) 285-7721  
TWX 910-464-6127

Feb 28 1972 February 28, 1972

630-8

THE PORT OF  
PORTLAND

	Action	Info
Commission		
Executive Director		
Legal		
Public Information		
Attorney		
violation		
Engineering		
Finance		
Marine		
Liaison		
<i>C. Propp</i>	X	
No of Copies	1	

Port of Portland  
P. O. Box 3529  
Portland, Oregon 97208

Gentlemen:

This will inform you of our intention to terminate our occupancy of that portion of Bay 8, Building 4, Swan Island, now under lease to us for warehouse space, on March 31, 1972.

Very truly yours,

PACIFIC DIESEL POWER CO.

*Forest Singer*  
Forest Singer  
Treasurer

FS/c

DISTRIBUTORS • DETROIT DIESEL ALLISON DIVISION, GENERAL MOTORS CORPORATION

PSY500000583

**Commissioners**

DONALD G. DRAKE  
President

DENNIS J. LINDSAY  
Vice-President

ERLING E. JACOBSEN  
Secretary

HOWARD B. SOMERS  
Treasurer

LEE E. CALDWELL  
HAROLD S. HIRSCH

RAYMOND M. KELL  
LEW S. RUSSELL

ROBERT B. WILSON

General Manager  
GEORGE M. BALDWIN

Ass't General Manager  
R. A. NEUMEISTER

Mgr., Aviation Dept.  
J. V. FRYBERGER

Mgr., Industrial  
Development Dept.  
L. E. ARNOLD, JR.

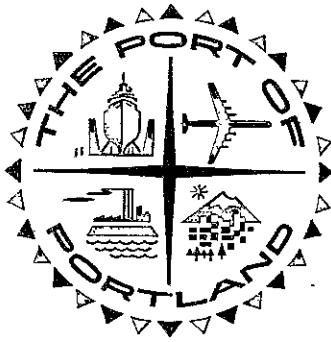
Mgr., Marine Dept.  
A. J. HEINEMAN

Comptroller  
E. W. BAUER

Mgr., Properties Dept.  
C. H. COVER

Mgr., Research  
Planning and Inf.  
W. S. DIRKER

Chief Engineer  
R. F. DOW



Swan Island, P.O. Box 3529, Portland, Oregon 97208

Telephone 503-285-5271

March 2, 1965

	Action	Info
Gen. Mgr.		
Asst. Gen. Mgr.		
Compt.		
Ch. Engr.		
Properties		
Aviation		
Marine	In reply (refer to)	
Pub. Inf.		
Attorney		
Adm. Ass't.		
Special		
No. of Copies		

Pacific Marine Service Company  
Swan Island  
Portland, Oregon 97217

Gentlemen:

Confirming discussion between Mr. Kennedy and Mr. Heineman, you are authorized to construct a sand unloading facility on track 19 adjacent to building 10 in the Ship Repair Yard.

It is understood that the facility will be constructed entirely at your cost and will be so constructed as to not obstruct safe passage of railroad cars over this facility to Pier "C". As a part of your operation of the unloading facility, provisions are to be made for covering the pit for safe passage of personnel and vehicles over the area when it is not in use.

It is understood and agreed that should future changes in the Ship Repair Yard require removal or abandonment of this facility, it will be removed or filled to the satisfaction of the Port at no cost to the Port.

Please indicate your acceptance of these conditions in the space provided below.

Very truly yours,

THE PORT OF PORTLAND

*A. J. Heineman*  
A. J. HEINEMAN,  
Marine Manager

AJH:jm

*Pacific Marine Service Co.*  
Approved

PACIFIC MARINE SERVICE COMPANY

By *J. S. Kennedy*

NOTED:

*A. W. Zuley*  
ACCOUNTING DEPT.  
4-14-65

PSY500000584

RECEIVED  
MAR 8 1965  
THE PORT OF PORTLAND

PSY500000585



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-5105

July 15, 1986


Mr. Steve Rosebrook  
PACORD, Inc.  
5555 N. Channel Ave., Bldg. 10  
Portland, OR 97217

PSRY LEASE  
BUILDING 10

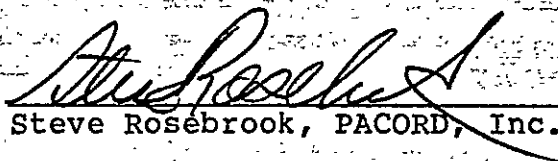
This letter is to document our understanding regarding the above lease:

- o Per your request, PACORD may continue under the present lease on a month-to-month basis.
- o Effective July 1, 1986, the space allocated to PACORD will be reduced from 4800 to 2400 square feet of shop space. Office space will remain at 800 sf. Rent will be reduced from \$1064.00 per month to \$632.00. Utilities will be reduced from \$320.00 per month to \$200.00.

Please acknowledge the above changes by signing in the space provided below and returning this letter to my attention.

  
Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

/cmr

  
Steve Rosebrook, PACORD, Inc.

8/11/86  
Date



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PSY500000586





APPROVAL TO ENTER INTO AN AGREEMENT FOR BUILDING 10 -  
PACORD, INC. - PORTLAND SHIP REPAIR YARD

---

Date: October 9, 1985

Presented by: Guy J. Alvis  
Business Manager, PSRY

FACTUAL BACKGROUND AND ANALYSIS

PACORD, Incorporated, a former tenant at the Portland Ship Repair Yard, desires to lease 4,800 square feet of shop space and 800 square feet of office space in Building 10. PACORD will use the space to provide services as a subcontractor to prime ship repair firms at the shipyard. PACORD is a subsidiary of Dynalectron Corporation and will provide support for electronic and weapons systems on the DULUTH and the CUSHING.

Lease terms will include the following:

- o In consideration of specific improvements made to the space at the request of PACORD, tenant will pay a one-time lump sum payment of \$1,400.
- o Rental will be \$0.19 per square foot per month.
- o PACORD shall have two options to renew the lease for one year each at the then prevailing rate.
- o Utilities will be paid by PACORD per a separate month-to-month agreement at \$0.10 per square foot per month for office space and \$0.05 per square foot per month for shop in addition to space rental.
- o Maintenance of space will be provided by PACORD.
- o Taxes will be paid by PACORD.

This item has been reviewed and approved by the Property and Finance Committee.

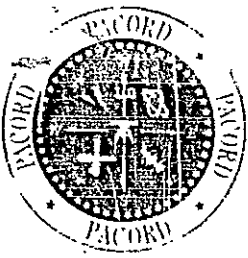
APPROVAL TO ENTER INTO AN AGREEMENT FOR BUILDING 10 -  
PACORD, INC. - PORTLAND SHIP REPAIR YARD  
October 9, 1985  
Page 2

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease with PACORD, Inc., for 12 months for 5,600 square feet in Building 10 at the Portland Ship Repair Yard for \$0.19 per square foot per month; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

1132H  
45J512



**PACORD INC.**

SUBSIDIARY OF DYNALECTRON CORPORATION

630-9

d

1986 SEP 29 AM 11:13

23 September 1986

PORT OF PORTLAND

Act- (D) Alvis  
Info- B. Playfair  
-1 all-

NORVAC  
P.O. Box 24402  
Seattle, WA 98124

ATTENTION: Mr. Steve Steel

SUBJECT: PACORD Portland Facility Sublease

Gentlemen,

In accordance with our telephone conversation of last week, I hereby submit the following:

Sublet office portion of Section "A" for a sum of 200.00/ month (Two hundred dollars per month) plus utilities of 60.00/ month (Sixty dollars per month); for a total of \$260.00/mo. (Two hundred, sixty dollars per month. Use of IBM Selectric II Typewriter and Xerox K01 copying machine to be included. Routine maintenance of copying machine shall be done by a reputable service company in the Portland area).

All terms and conditions of PACORD's lease agreement with the Port of Portland (attached) shall apply, with the exception of the time and place of payments. Payments shall be made to:

PACORD, INC.  
6140 Sixth Avenue So.  
Seattle, WA 98108

by the last day of each month.

The term of this agreement is for approximately 4 (four) months commencing 10/1/86, with the understanding that the facility may be shared with PACORD during the January/February time frame, should PACORD be awarded a contract in the Portland area.

Access to this facility must be coordinated with Fraser Boiler.

PSY500000589



Very truly yours,

STEVEN G. ROSEBROOK  
Manager, Northwest Operation

cc: Mr. Guy Alvis  
Port of Portland

I HEREBY STATE THAT I AGREE WITH THE ABOVE UNDERSTANDINGS:

SIGNED

DATE

19

SGR; dkk

PSY500000590

Shirley  
For your  
File



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX 910-464-6151

September 10, 1985

Doug Hawks, Vice President  
PACORD  
2700 Hoover Avenue, Unit B  
National City CA 92050

## PSRY BUILDING 10 LEASE

The Port's legal department pointed out a typographical error in the lease we are processing. In Attachment 'A', the rate for shop utilities is incorrectly stated to be \$140 per month. The amount is correctly stated to be \$240.00 in my letter of August 15, 1985. Please acknowledge correction of this error by signing below and returning this letter to my attention.

I regret the inconvenience.

Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

/sb

Acknowledged: 

Date: 9-20-85

C. C. Cunningham

2

June 19, 1968

Columbia Asbestos Company  
111 S. W. Front Avenue  
Portland 4, Oregon

Attention: Mr. Charles D. Fox

Gentlemen:

Reference is made to your letter of May 6, 1968 protesting the new monthly rental rate established for space within Building 10 on Swan Island.

It is advised that this matter has been reviewed by the Port and that the rate will be that as set forth in the month-to-month Lease Agreement sent to you by our covering letter, dated April 30, 1968. It is requested that you affix the appropriate company signature to the Lease Agreement forwarded to you on the data stated above and you will be invoiced at the new rate of \$75 per month as therein provided, effective May 1, 1968.

In the event you desire to take other action on this matter, please notify this office promptly.

Very truly yours,

THE PORT OF PORTLAND

*CHC*

Carl H. Cover  
Properties Manager

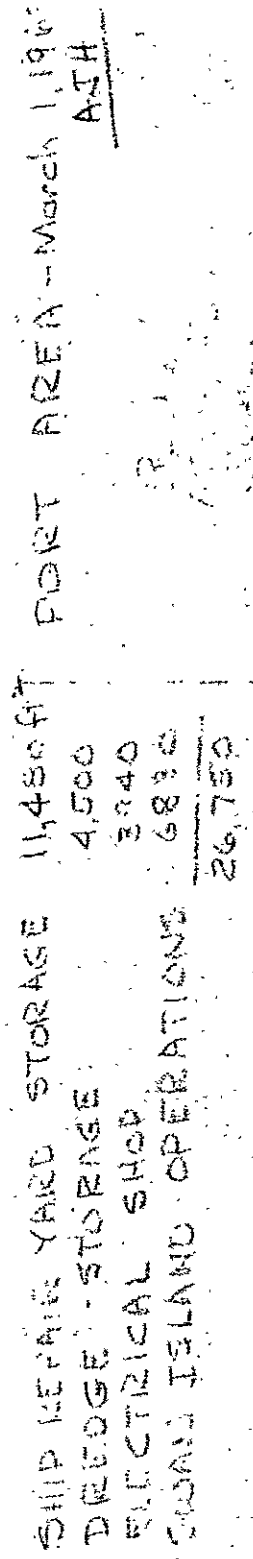
CHC/lr

cc: O. Beeman

Accounting Dept.

PSY500000592

PSY500000593



COLUMBIA ASBESTOS CO. 6005





NAME Columbia Asbestos, Inc.

REVIEW DATE November, 1981

ADDRESS 723 N. Tillamook

REASON General

Portland, Oregon 97227

AGREEMENT NUMBER 77-144

TYPE OF DOCUMENT Lease - Building 10

LOCATION Swan Island Ship Repair Yard

(down)

ARTICLE, SECTION  
AND/OR PARAGRAPH

Section XII

EFFECTIVE DATE Nov. 1, 1977 TERMINATION DATE upon 30 days written notice

RENEWAL OPTIONS \_\_\_\_\_

Section XVIII

TAXES PAID BY Tenant

Section IV

UTILITIES PAID BY Tenant

Section X

AMOUNT & TYPE OF INSURANCE REQUIRED Port held harmless

POLICY EXPIRATION DATE \_\_\_\_\_

Section II

USE OF PREMISES Shop space and storage

Section V

CONSTRUCTION OR IMPROVEMENTS CONTEMPLATED

Premises rented "as is"

Section I

PAYMENT SCHEDULE Monthly, in advance

Section I

AMOUNT OF PAYMENT \$100.00

ESCALATION OF RENT

PURCHASE PRICE

NUMBER OF ACRES

MISCELLANEOUS ITEMS

COMMENTS

PSY500000596

AMMENDMENT NUMBER	DATE	PROVISIONS
-------------------	------	------------

[illegible]

THE PORT OF PORTLAND  
MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this First day of November, 19 77, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and \_\_\_\_\_

Columbia Asbestos Inc.  
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents paid and of the agreements of Tenant herein to be kept, leases to Tenant the following described premises, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)

Building #10 (down) 500 s/f @ \$100.00 per month

to have and to hold above described premises to Tenant on a month-to-month basis, beginning November 1, 19 77.

I. RENT: Tenant does hereby rent said premises on a month-to-month basis and agrees to pay to the Port the following:

Building rent	<u>\$100.00</u>
Outside space	<u>                    </u>
Miscellaneous	<u>                    </u>
Total	<u>\$100.00</u>

One hundred and no/100 dollars payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as may be designated.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for shop space and storage and no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises.

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss of property, caused solely by negligence of the Port, its officers, agents or employees.

XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease may be terminated without liability on thirty (30) days written notice by either party. Upon termination, the Tenant shall quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, and performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly, if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the prevailing party shall be entitled to recover, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action.

L27K

XV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, and to the Tenant at \_\_\_\_\_

723 ~~424~~ N. Tillamook, Portland, Oregon 97227

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of the Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of the Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

The Port of Portland  
Month-to-Month Lease Agreement  
Page 5

SPECIAL CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the respective parties have executed this instrument  
in duplicate on this, the day and year first hereinabove written.

By Charles L. Wilson  
Columbia Asbestos Inc.

THE PORT OF PORTLAND  
By [Signature]  
Marine Department Director

[Signature]  
Lloyd Anderson  
Executive Director

APPROVED AS TO FORM

Betty J. C. Dool  
of Counsel for The Port of Portland

ML3M/9-8/ej

PSY500000602



January 14, 1970

TO: Contract File No. 40-17  
FROM: Lloyd B. Robinson  
SUBJECT: CONTRACT EXPIRATION

This contract file has been examined on the above date and as of that date is found to be inactive since all legal rights and liabilities arising out of the documents contained herein have lapsed.

per C.H. Cover  
la

NBR  
LBR/1a



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

July 12, 1982

Columbia I & S Inc.  
723 N Tillamook St.  
Portland, OR 97227

## MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES

The purpose of this letter is to establish a month to month agreement between Columbia I & S, Inc. and the Port of Portland for utility services provided by the Port to the area leased by Columbia I & S, Inc. which is designated as Building 10, Space 16, located at the Portland Ship Repair Yard.

This letter amends any lease in conflict with its' terms regarding utility services and payments.

The monthly charge for utility service is to include usage of any or all of the following utilities: potable water, electricity, natural gas, oxygen and compressed air. The usage of these utilities is limited to the utility services available at the specific area being leased and to the extent of available capacities at the time of usage.

The Port agrees that it will maintain and operate with reasonable diligence the utility service facilities and services.

The Lessee shall keep and hold the Port, its' Commissioners, officers agents, or employees free and harmless from any and all claims and actions and all expenses incidental to the investigation or defense thereof claimed by anyone by reason of injury or damage to persons, property or loss of work sustained as a result of the availability or lack of availability of the utility services normally provided to the leased space.

The monthly charge for the utility services, supplied to Columbia I & S, Inc. is stated to be \$20.00 per month payable in advance. Lessee shall pay the Port monthly on or before the tenth (10th) day of each calendar month. The term of this agreement shall commence on July 12, 1982 and continue on a month to month basis.

The Port of Portland shall periodically monitor usage, and the cost of applying the utilities to the leased space.

Offices also in Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Chicago, Pasco, Washington, D.C.

PSY500000604

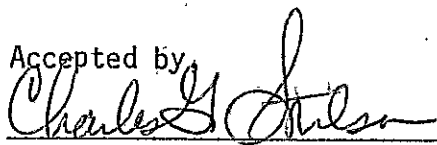
July 12, 1988  
Columbia I & S, Inc.  
MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES  
Page 2

Modification to the charges stated in this agreement for utility service shall be at the sole discretion of the Port of Portland and be subject to a minimum of thirty days advance notice to the Lessee.

NOTE: Enclosed are three copies of this agreement. Please approve of the terms and conditions stated herein by signing where indicated. Return two signed copies to me for further processing.



Gary W. Bevans  
Business Manager  
Portland Ship Repair Yard

Accepted by  


Columbia I & S, Inc.

enclosures (3)

GWB:jt:b

PSY500000605



**LEGAL ABSTRACT—GENERAL CONDITIONS**

82-95

Agreement Number

Name COLUMBIA I & S, INC.

Review Date March 1988

Mailing Address 665 N. Tillamook Street

Reason Read Storage
Portland, Oregon

Zip 97227

Type of Document Lease

Attention

**CONTRACT REFERENCE**

Article	Section	Page	Paragraph

General Port Location

PSRY

I	1.01	1	
---	------	---	--

Description of Premises Building 10, Space 16, consisting of 500 sq. ft. of shop storage space

I	1.02	1	
---	------	---	--

Use of Premises Shop space and storage related to ship repair

II		1	
----	--	---	--

Effective Date 7/12/82 Termination Date Mo-to-mo

Renewal Options

Purchase Price

Number of Acres

IV	4.04	3	
----	------	---	--

Taxes Paid By Lessee

IV	4.03	3	
----	------	---	--

Utilities Paid By Lessee

Escalation of Rent

CANCELLED





## AGREEMENT NO. \_\_\_\_\_

[illegible]

- Fixed amounts due Monthly in Advance on the Tenth day of the month.  
Mo., Quart., Yrly. Advance, Arrears Date
- Variable amount due \_\_\_\_\_ in \_\_\_\_\_ on the \_\_\_\_\_ day of the month.  
Mo., Quart., Yrly. Advance, Arrears Date

INSTRUCTIONS: \_\_\_\_\_

For the Legal Department Shirley Jackson Date 7-16-82  
For Marine Law Division: [Signature] Date 7-15-82  
Received in Billing Division: \_\_\_\_\_ Date \_\_\_\_\_

10-19-78

PSY500000609

**LEGAL ABSTRACT—INSURANCE AND SPECIAL CONDITIONS**

Agreement Number \_\_\_\_\_

Name of Lessee \_\_\_\_\_

CONTRACT REFERENCE			
Article	Section	Page	Paragraph

V

4

Amount and Type of Insurance Required

Port held harmless

Policy Expiration Date

Construction or Improvements Contemplated

Miscellaneous Items:

Comments:



MONTH-TO-MONTH LEASE

THIS LEASE, dated July 9, 1982, by and between THE PORT OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter referred to as Port, and Columbia I & S, Inc.

\_\_\_\_\_, hereinafter referred to as Lessee,

ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: Building 10, Space 16; consisting of 500 square feet of shop storage space; located at the Portland Ship Repair Yard

Section 1.02 - Use of Premises: Lessee may use the premises only for the following purpose: Shop space and storage related to ship repair

ARTICLE II - TERM

The term of this Lease shall commence on July 12, 1982, and continue month to month until terminated by either party upon thirty (30) days written notice.

### ARTICLE III - RENTAL

Lessee shall pay to Port as rent the sum of one hundred dollars  
and 00/100

(\$ 100.00) per month. Rent shall be payable on the tenth (10th)  
day of each month in advance.

The rental rate is established at \$.20 per square foot per month

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All rents remaining unpaid for a period of forty-five (45)  
calendar days after the first day of the month due will be charged a  
delinquency charge of one and one-half percent (1 1/2%) per month  
(eighteen percent [18%] per year).

### ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Title to Improvements, Personal Property: Upon  
termination of this Lease the Port shall have the option to either  
require removal of all structures, installations or improvements  
within thirty (30) days after the expiration of the Lease at  
Lessee's expense or shall have the option to take title to such  
structures, installations, and improvements. Personal property such  
as furniture shall be removed by Lessee within thirty (30) days or

the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

Section 4.03 - Services: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith

or as soon as a statement thereof has been issued by the tax collector.

#### ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

#### ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 6.04 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, \_\_\_\_\_  
Columbia I & S, Inc., <sup>665</sup>~~123~~ N Tillamook Street, Portland, Oregon 97227  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 6.05 - Special Conditions: Utility usage charge will  
be made according to a separate month to month agreement.

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IN WITNESS WHEREOF, the Parties hereto have subscribed their  
names.

LESSEE

By Charles G. Wilson  
Columbia I & S, Inc..

THE PORT OF PORTLAND

By [Signature]  
Executive Director

APPROVED AS TO FORM

[Signature]  
Counsel for  
The Port of Portland

03/31/82  
0005L:79C680

MONTH-TO-MONTH LEASE

THIS LEASE, dated October 18, 1982, by and between THE PORT OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter referred to as Port, and Columbia I & S, Inc.

\_\_\_\_\_, hereinafter referred to as Lessee,

ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: \_\_\_\_\_  
Building 10, Area 8, Rooms 102 & 104, 1,000 square feet of office space  
located at the Portland Ship Repair Yard

Section 1.02 - Use of Premises: Lessee may use the premises only for the following purpose: Business related to ship repair

ARTICLE II - TERM

The term of this Lease shall commence on October 16, 1982, and continue month to month until terminated by either party upon thirty (30) days written notice.

### ARTICLE III - RENTAL

Lessee shall pay to Port as rent the sum of three hundred sixty  
and no/100 dollars  
(\$ 360.00 ) per month. Rent shall be payable on the tenth (10th) day  
of each month in advance.

Rental rate is set at thirty-six cents (\$0.36) per square foot per  
month

All rental amounts remaining unpaid by Lessee when due will be as-  
sessed a delinquency charge at the current rate established by Port  
policy.

### ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Construction of Improvements: Prior to any construc-  
tion, alteration or changes upon the leased premises, Lessee shall submit  
to the Port final plans and specifications, site-use plan, and architec-  
tural rendering thereof and shall not commence any construction until it  
has received the Port's written approval. The applicant shall obtain all  
necessary Port, federal, state and local permits and shall comply with all  
applicable codes and regulations, including approval by the State Fire  
Marshal's office, governing such operations.

The current Port application form for permission to make alterations  
must be submitted to the Port prior to actual tenant modification.



Section 4.02 - Title to Improvements, Personal Property: Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease at Lessee's expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.03 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

Section 4.04 - Services: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

Section 4.05 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination or tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be

be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

#### ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

#### ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Port of Portland,

Section 6.04 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, Columbia I & S, Inc.,  
665 N. Tillamook Street, Portland, Oregon 97227  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

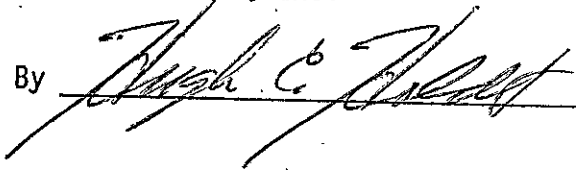
Section 6.05 - Special Conditions:

1. Utility charges are made according to a separate month to month agreement.
2. Port will purchase lease-hold improvements at depreciated book value if Lessee is moved or cancelled at Port's request. Book value will be determined by the Port using a straight-line depreciation method. Lessee will submit a copy of total Lease-hold improvement cost to the Port upon completion of work

IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

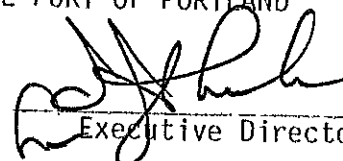
COLUMBIA I & S, INC.

By




THE PORT OF PORTLAND

By

  
Executive Director

APPROVED AS TO FORM

  
Counsel for  
The Port of Portland

GWB:j1

APPROVAL OF BUILDING LEASE - COLUMBIA I. & S., INCORPORATED. -  
PORTLAND SHIP REPAIR YARD

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Date: October 14, 1981

Presented by: Dave Neset, Director  
Marine Services

FACTUAL BACKGROUND AND ANALYSIS

Building 72, part of the Portland Ship Repair Yard expansion project, is now complete and ready for occupancy.

One of the first tenants is Columbia I. & S. Incorporated, who will occupy 2,000 square feet of Bay 6. This company does boiler repair work for the ship repair contractors.

Lease terms follow the pattern used in other buildings erected as part of the expansion program:

1. Building cost amortized over 20 years at 10 percent.
2. Land at 10 percent of \$100,000 per acre per year.
3. Property insurance included in rate.
4. Maintenance varies as to single tenant or multiple tenant.
5. Taxes to be paid by lessee.

This lease calls for a five-year term, 2,000 square feet at \$.30 per square foot per month. There are no renewal options. Lessee is also to reimburse the Port for special interior improvements in the amount of \$2,994.10 upon commencement of the lease term.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease with Columbia I. & S., Incorporated for five years commencing September 1, 1981, at a rate of \$.30 per square foot per month for 2,000 square feet of Bay 6, Building 72; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0111H



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151  
December 12, 1983

Hugh Holdt  
Columbia I & S, Inc.  
655 N. Tillamook St.  
Portland, OR 97227

## MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES

The purpose of this letter is to establish a month to month agreement between Columbia I & S, Inc. and the Port of Portland for utility services provided by the Port to the area leased by Columbia I & S, Inc. which is designated as Building 10, Area 2, located at the Portland Ship Repair Yard.

The monthly charge for utility service is to include usage of any or all of the following utilities: potable water and electricity. The usage of these utilities is limited to the utility services available at the specific area being leased and to the extent of available capacities at the time of usage.

The Port agrees that it will maintain and operate with reasonable diligence the utility service facilities and services.

The Lessee shall keep and hold the Port, its' Commissioners, officers agents, or employees free and harmless from any and all claims and actions and all expenses incidental to the investigation or defense thereof claimed by anyone by reason of injury or damage to persons, property or loss of work sustained as a result of the availability or lack of availability of the utility services normally provided to the leased space.

The monthly charge for the utility services, supplied to Building 10, Area 2, is stated to be \$50.00 per month payable in advance. Lessee shall pay the Port monthly on or before the tenth (10th) day of each calendar month. The term of this agreement shall commence on December 1, 1983 and continue on a month to month basis.

The Port of Portland shall periodically monitor usage, and the cost of applying the utilities to the leased space.

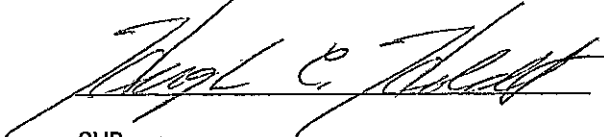
Modification to the charges stated in this agreement for utility service shall be at the sole discretion of the Port of Portland and be subject to a minimum of thirty days advance notice to the lessee.

MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES  
Page 2

NOTE: Enclosed are three copies of this agreement. Please approve of the terms and conditions stated herein by signing where indicated. Return two signed copies to me for further processing.

Gary W. Bevans, Business Manager  
Portland Ship Repair Yard

Accepted by,

A handwritten signature in dark ink, appearing to read "Gary W. Bevans", is written over a horizontal line.

GWB:rr

*signed copy  
to file  
# 74-A*

October 17, 1940

Commercial Aircraft Co. Inc.  
Swan Island Airport  
City

Gentlemen:

Subject: Space Assignment - Hangar "B"

Referring to your application and recent letter asking for additional building space at Swan Island Airport, we are now able to make available to you, under temporary rental agreement, additional building space as hereinafter outlined.

The compartment known as Hangar "B"-2 (vacated by U.A.L.) is offered to you at a rental rate based on 20 cents per square foot per year prorated monthly and daily, the amount of rental calculated on that basis being:

Hangar "B" 2 - 5555 sq.ft. per month .....\$36.00

This excludes 950 sq.ft. retained by U.A.L. partitioned in southeast corner. When released by U.A.L. this space will be included at \$15.00 per month additional.

Rental is to be paid monthly in advance and an additional deposit equal to one month's rental for space taken by you is to be made, same to be retained by the Port as security for future rentals, but in the event of your right to occupy being cancelled by the Port, all unearned rental and advance deposit would be refunded prorated for unoccupied time.

If you wish to rent the above mentioned space under the conditions set forth, your signature of acceptance on the duplicate of this letter will be necessary, together with payment of advance rentals and deposits, and such acceptance will constitute an agreement on your part that you waive notice and shall vacate the premises or any part thereof forthwith on twenty-four hour's notice from the Port, and that it is understood and agreed that the Port is making space available only on a day to day basis pending future decision by the Port as to the future use and occupancy of such building space.

You may also rent under the same temporary conditions and with waiver of notice, office space in the Administration Building, the



Commercial Aircraft Co. Inc.

-2-

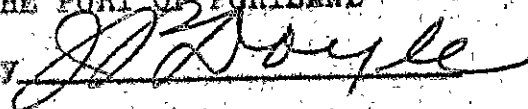
October 17, 1940

rental of which will be prorated monthly and daily on the basis of \$1.00 per square foot per year, including light, heat and janitor service. We will designate specific rooms in the Administration Building which you may indicate you wish to occupy under the temporary conditions and terms of this offer and receipt given for rentals will describe such space.

Yours very truly,

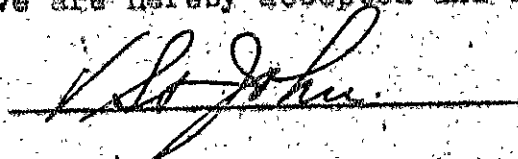
THE PORT OF PORTLAND

By



JPD/rg

The conditions in the above are hereby accepted and agreed to.





APPROVAL OF LEASE AGREEMENT - BUILDING 50  
MARINE PROPULSION SERVICES, INC. -  
PORTLAND SHIP REPAIR YARD

---

Date: July 10, 1985

Presented by: Guy J. Alvis  
Business Manager, PSRY

FACTUAL BACKGROUND AND ANALYSIS

Marine Propulsion Services, Incorporated (MPS) a long-term tenant at the Portland Ship Repair Yard, is requesting to lease 2,480 square feet of shop space and 1,040 square feet of office space in Bay 2 of Building 50. This lease will replace an existing month-to-month lease for 3,000 square feet of shop space in the same area. MPS will use the space to provide services as a subcontractor to prime ship repair firms at the shipyard.

Lease terms will include the following:

- o Cancellation of the current month-to-month agreement for Building 50, Bay 2.
- o MPS will construct a two-story office within the existing shop area occupying 520 square feet (totaling 1,040 square feet) at its own expense.
- o Utilities to be paid by MPS per a separate month-to-month agreement at \$0.10 per square feet per month for office space and \$0.05 per square foot per month for shop space.
- o Maintenance of space will be provided by MPS.
- o Taxes will be paid by MPS.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease with Marine Propulsion Services, Inc., for 36 months for 3,520 square feet in Building 50, Bay 2, at the Portland Ship Repair Yard for \$0.1764 per square foot per month for the first 12-month period; \$0.1893 per square foot per month for the second 12-month period; and \$0.2023 per square foot per month for the third 12-month period; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.



APPROVAL OF LEASE AGREEMENT - BUILDING 43 - AMSCO  
REFRIGERATION, INC. - PORTLAND SHIP REPAIR YARD

---

Date: July 10, 1985

Presented by: Guy Alvis  
Business Manager, PSRY

FACTUAL BACKGROUND AND ANALYSIS

AMSCO Refrigeration, Inc. (AMSCO), a new tenant for Portland Ship Repair Yard, is requesting to lease 2,730 square feet of Building 43. AMSCO will use the space to provide refrigeration equipment services and related activities as a subcontractor to prime ship repair firms at the ship repair yard.

Lease terms will include the following:

- o Utilities to be paid by AMSCO per a separate month-to-month agreement at \$0.10 per square foot per month for office space and \$0.05 per square foot per month for shop space.
- o Maintenance will be provided by AMSCO.
- o Taxes will be paid by AMSCO.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease with AMSCO Refrigeration, Inc., for 36 months for 2,750 square feet in Building 43 at Portland Ship Repair Yard for \$0.2545 per square foot per month; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0971H  
01E387

APPROVAL OF LEASE AGREEMENT - AMSCO  
REFRIGERATION, INC. - PORTLAND SHIP REPAIR YARD

Date: December 11, 1985

Presented by: David Neset  
Director, Marine Services

FACTUAL BACKGROUND AND ANALYSIS

AMSCO Refridgeration, Inc., currently a tenant of one-half the lower floor of Building 43 at the Portland Ship Repair Yard, is requesting to lease the remaining space in the lower floor of Building 43. AMSCO will use the space to provide services as a subcontractor to prime ship repair firms at the shipyard.

Lease terms will include the following:

- o An existing long-term lease for 2,730 square feet at \$0.20 per-square-foot-per-month (plus \$5.55 for cost of improvements) will be cancelled and replaced with a new long-term lease for 5,460 square feet at \$0.25 per-square-foot-per-month.
- o AMSCO will be granted permission to sublet a portion of the leased space to Marine Propulsion Services (also a current tenant of PSRY).
- o Utilities will be paid by AMSCO on a separate month-to-month agreement at \$0.10 per-square-foot-per-month for office space and \$0.05 per-square-foot-per-month for shop space, in addition to the space rental.
- o Maintenance of space will be provided by AMSCO.
- o Taxes will be paid by AMSCO.

This item has been reviewed and approved by the Property and Finance Committee.

APPROVAL OF LEASE AGREEMENT - BUILDING 43 - AMSCO  
REFRIGERATION, INC. - PORTLAND SHIP REPAIR YARD  
December 11, 1985  
Page 2

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease with AMSCO Refrigeration, Inc., for 36 months for 5,460 square feet in Building 43 at the Portland Ship Repair Yard for \$0.25 per-square-foot-per-month; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

1195H  
011483

several alternative land use schemes utilizing a 10-acre parcel and retaining sufficient backup to permit eventual development by a waterfront user. He pointed out that the waterfront site involved may not have enough backup for some industries and too much for others. He said that the site creates problems for larger ship movements and that the entire area is too large for tugboat operators. He displayed the layout of the site on a drawing and said that the present per acre sales price of this area is \$40,000 but because of the loss of waterfront potential, a price of \$50,000 was quoted to United Parcel Service.

The following resolution was presented:

RESOLVED, That the staff be authorized to continue negotiations with United Parcel Service with the intent of eventual sale of approximately 10 acres of land on the Lagoon side of North Basin Avenue in the Swan Island Industrial Park.

After some discussion, it was duly moved and seconded that the resolution be approved. The motion was put to a vote and carried.

APPROVAL TO PROCEED WITH NEGOTIATIONS FOR LEASE OF LAND TO MURPHY PACIFIC CORPORATION - SWAN ISLAND INDUSTRIAL PARK

The Industrial Development Representative stated that Murphy Pacific Corporation of Emeryville, California, has approached the industrial development department regarding the possibility of establishing a temporary bridge assembly operation on the face of Swan Island which would require waterfront and 22.8 acres of backup land for an 18-month period beginning May, 1970. He further said that Murphy Pacific Corporation has been awarded a contract for the construction and installation of the center span for the Fremont Bridge which span will be 1,000 feet long and 175 feet to the top of the arch. He brought out that the company proposes to construct a 1,000 foot dock upon which the bridge span could be fabricated and that after it was completed be floated upstream and jacked into place. He advised that the site has been offered to the firm at \$45,000 per acre at 9 per cent because of its temporary usage. He brought out that staff is exploring the possibility of building a permanent structure instead of a temporary one with certain concessions to Murphy Pacific Corporation. He further said that the Schnitzers have been contacted regarding the future use of the dock. It was said that the interim usage of the now vacant Swan Island property would provide cash flow at no appreciable expense to the Port.

The following resolution was then presented:

RESOLVED, That the staff be authorized to continue negotiations with Murphy Pacific Corporation for the purpose of leasing property on the face of Swan Island.

After some discussion, it was moved and duly seconded that the resolution be adopted. The motion was put to a vote and carried.

June 13, 1970

Woodbury & Company  
P. O. Box 3154  
Portland, Oregon 97208

Attention: Mr. Bond Hasly

Subject: Proposed Driveway Adjacent to North Channel Avenue -  
Swan Island Industrial Park

Gentlemen:

In response to your recent request to pave a certain area of Port-owned property adjacent to No. Channel Avenue, The Port of Portland herein grants to you a revocable license to install, maintain, repair and use a certain paved area as shown on the attached Exhibit "A".

Woodbury & Company agrees to the following conditions:

- 1) All construction, maintenance and use of the proposed paved area shall be in accordance with all applicable federal, state and local regulations.
- 2) All construction shall be coordinated with Mr. L. R. Allen, The Port of Portland's Construction Engineer, prior to the installation of any paving.
- 3) Woodbury & Company agrees to repair any damage to the railroad track and adjacent areas caused by the proposed paving installation all to the satisfaction of the Port.
- 4) Woodbury & Company agrees to save and hold the Port harmless from any and all claims arising out of the installation, maintenance and operation of the proposed paved driveway area, unless such claims are the result of the sole negligence of the Port.
- 5) Woodbury & Company agrees to remove all the paving installed upon ninety (90) day's written notice from the Port if the presence or location of the facilities is in the sole discretion of the Port detrimental to the development of the industrial area. Such removal shall be carried out at no expense to the Port.

If the terms herein meet with your approval, will you please sign the original

Woodbury & Company  
June 18, 1970  
Page 2

copy of this letter as indicated below in acceptance thereof and return it to The Port of Portland. The carbon copy enclosed may be retained for your files.

Very truly yours,

THE PORT OF PORTLAND

Original signed by

~~GEORGE M. BALDWIN~~ *A. J. Heineman*

A. J. Heineman

Assistant General Manager

LBZ/lr

I ACKNOWLEDGE ACCEPTANCE OF THE TERMS  
AND CONDITIONS AS HEREIN SET FORTH:

\_\_\_\_\_  
Woodbury & Company

Date: \_\_\_\_\_



N. Channel Ave.

DOWNSTREAM RAIL SPUR

18' 2" 40' 10" Area To be Paved 29' 15' 4"

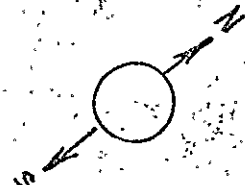
7.5%

ACCEPTABLE  
THIS PLAN HAS BEEN  
REVIEWED AND MEETS  
THE REQUIREMENTS OF  
THE PORT OF PORTLAND  
EXCEPTIONS ARE NOTED

Woodbury & Co. Property

Exhibit "A"

BY Handwritten Signature DATE 6-10-70  
PROVIDED INSTALLATION  
MEETS CITY CODE



July 9, 1963

Mr. Glen M. Ede, General Manager  
Woodbury & Company  
P. O. Box 3058  
Portland 8, Oregon

Dear Mr. Ede:

This is to advise that your recent request to lease bay 3 and 4 in building No. 4 on Swan Island, was considered by the Port Commission in their meeting of July 8, 1963.

The Commission authorized the leasing of bay 3 and 4 in building No. 4 for a one year term, at the rate of 3-1/2¢ per square foot per month, on an "as is" basis, with any taxes or assessments to be paid by the lessee.

Any improvements or alterations, if required, are to be at the expense of the lessee subject to Port approval.

It is not the intent of the Port to limit the term of occupancy in building No. 4, but rather to permit an appraisal to be made of building No. 4 and other buildings as are determined to be permanent.

A withholding of renting bay 3 and 4 pending the completion of an appraisal and evaluation report was felt to be an undue delay in any occupancy of the building.

In the event this proposal to lease bay 3 and 4 for a one year term is acceptable to your company, a lease agreement will be promptly submitted.

The Port very much appreciates your interest in leasing additional facilities on Swan Island, and will cooperate fully to assist you in planned operating expansion.

Yours very truly,

THE PORT OF PORTLAND

*CHC*  
Carl H. Caver, Manager  
Industrial Development

CHC:jm

THIS AGREEMENT entered into this 1st day of May, 1955, by and between THE PORT OF PORTLAND, a municipal corporation, hereinafter called the "Port", and LAWRENCE WAREHOUSE COMPANY, a corporation, hereinafter called the "Tenant",

W I T N E S S E T H

WHEREAS, the Port entered into an agreement dated May 1, 1955, with Timber-Tech Corporation, which agreement was assigned to and accepted by the Tenant above named, whereby the Tenant leased certain land from the Port on Swan Island, for the purpose of constructing facilities and storing wheat, and

WHEREAS, under the terms of said agreement, the Tenant is required to obtain a permit from the City of Portland to construct a spur track through the dedicated street known as North Going Street and/or North Channel Avenue, and

WHEREAS, the Tenant applied for such a permit and such permit was issued to the Port, since the Port is the land owner, and such permit contains conditions which the Port must agree to in accepting said permit, and,

WHEREAS, the parties hereto desire that the Tenant assume responsibility for complying with the conditions of said permit of the City of Portland during the term of said lease of May 1, 1955, and until released therefrom by the Port, now, therefore, in consideration of the premises and of the benefits accruing respectively to each party hereto, the Port and the Tenant agree as follows:

The Tenant hereby agrees to perform all of the terms and provisions of Ordinance No. 102132, passed by the City Council May 26, 1955, granting a revokable permit to The Port of Portland to construct, equip, maintain and

operate an industry spur track of standard gauge in said North Going Street and/or North Channel Avenue, approximately 3,300 feet west of North Greeley Avenue, during the term of that Agreement between the Port and the Tenant, dated May 1, 1955, and to hold the Port harmless and free of expense in respect thereto; such obligation to continue thereafter until the Tenant is released therefrom by the Port. Said Ordinance No. 102132 is attached hereto, and by this reference made a part hereof.

IN WITNESS WHEREOF the Port and the Tenant have caused this agreement to be signed in duplicate by their respective duly authorized officers this 20th day of June, 1955.

THE PORT OF PORTLAND

BY

PRESIDENT

ATTEST:

ASST. SECRETARY

LAWRENCE WAREHOUSE COMPANY

BY

ATTEST:

APPROVED AS TO FORM

of Counsel for The Port of Portland

Approved

General Manager

## ORDINANCE No. 102132

An ordinance granting a revocable permit to the Port of Portland, c/o John J. Winn, Manager, Swan Island, Oregon, to construct, equip, maintain and operate an industry spur track of standard gauge in N. Going Street approximately 3300 feet west of N. Greeley Avenue, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. That a revocable permit is hereby granted to the Port of Portland (hereinafter referred to as the grantee) to construct, equip, maintain and operate an industry spur track in N. Going Street approximately 3300 feet west of N. Greeley Avenue in the City of Portland, Multnomah County, Oregon, the center line of said spur to be more particularly described as follows:

Beginning at a point on the southerly line of N. Going Street, as dedicated and accepted by the Council of the City of Portland by Ordinance No. 99361 passed by the Council October 21, 1953, which point is 1324.96 feet west of and 2032.03 feet south of the northeast corner of Section 20, Township 1 North, Range 1 East of the Willamette Meridian, the intersection of the southerly line of N. Going Street and the center line of an industrial spur track being brought from the main line of the Port of Portland Swan Island Railroad, said point being designated on the attached map by the letter "D" and Engineer's Station 32+00.05; thence N 52° 33' 30" W a distance of 517.61 feet to a point which is the intersection of said industrial spur track and the northerly line of N. Going Street, said point being designated on the attached map by the letter "E" and Engineer's Station 26+87.93, and being 1735.93 feet west of and 1717.34 feet south of the northeast corner of said Section 20, Township 1 North, Range 1 East of the Willamette Meridian;

as shown on the attached plan marked "Exhibit A" and hereby made a part of this ordinance.

Section 2. The grantee shall file in quadruplicate with the City Engineer complete plans showing the exact location within the street lines of all proposed work, and no work hereunder shall be done until the City Engineer shall have approved same, one of the copies of the plan so to be approved to be returned to the said grantee. All work shall be done in a good and substantial manner and to the satisfaction of the City Engineer.

## ORDINANCE No.

Section 3. This permit is conditioned that the grantee will at its own cost and expense during the exercise of the privileges hereby granted pave, repave, repair or otherwise improve, maintain and adjust in like manner or as directed by the City Engineer any part or parts of the roadway and sidewalk area as well as catchbasins, inlets, underground construction, and any other construction within the street lines which by the reason of the laying of the above-mentioned tracks shall in the opinion of the City Engineer require repairs, adjustments or construction. The grantee shall pay to the City any additional costs of construction, reconstruction, altering, repairing or maintaining any municipal utility now existing or which may hereafter be built caused by the construction and maintenance of said spur track, switches and appurtenances, the equitable amount of such cost to be determined by the City Engineer.

The grantee shall fill in to the established grade, plank, pave, repave, reconstruct, or otherwise improve, or repair, and keep in good condition from time to time whenever and in the manner directed by the City of Portland, those portions of the street between the rails of the above-mentioned tracks, and those portions outside of the rails extending to the ends of cross-ties, provided, that in no case shall the portion outside of the rails be less than one (1') foot in width, measured from the outside of the rail.

Section 4. This permit is granted upon the condition that the grantee shall allow any other company, including any municipal belt line or commercial railroad that may hereafter be authorized, operated or maintained by the City of Portland, and including railroad companies operating engines, locomotives or cars by electrical current, steam or gas power, to use in common with the grantee, the tracks and switches herein authorized to be laid upon obtaining the consent of the Council of the City of Portland expressed by ordinance or by the people by the initiative, each user paying a proper and equitable proportion of the cost of construction and repair of the tracks so used jointly.

Section 5. The permit granted by this ordinance shall not in any manner interfere with or prevent the City of Portland from granting permits or franchises to other corporations or individuals for the construction of other tracks crossing the tracks which may be constructed under this ordinance, and for the maintenance and operation of said other tracks.

Section 6. The grantee shall pay all the costs of moving the existing poles, wires or conduits belonging to utility companies now located in the area to be occupied

## ORDINANCE No.

by the said connecting tracks and before any work is done under this permit the grantee shall come to an agreement with any such utility companies about the removal of said poles, wires or conduits.

Section 7. The permit hereby granted is revocable at any time at the pleasure of the Council of the City of Portland, and no expenditure of money thereunder, or lapse of time, or other act or thing shall operate as an estoppel against the City of Portland or be held to give the grantee any vested or other rights. Upon revocation of this permit by the Council, the grantee shall within thirty (30) days remove all tracks and appurtenances constructed under said permit, and shall put those portions of the streets affected by such removal in a condition as good as are the adjoining portions of said street at the time of removal; all work to be done as directed by and to the satisfaction of the City Engineer.

Section 8. This ordinance shall not exempt the grantee from taking out any licenses or permits required by any existing ordinances for any operation or construction carried on under the permit hereby granted.

Section 9. This permit hereby granted shall not become effective until there is filed by the grantee with the City Auditor a document satisfactory to the City Attorney accepting the terms and conditions hereof.

Section 10. The grantee hereby agrees and covenants to indemnify and save harmless the City of Portland, its officers and employees, against all damages, costs and expenses whatsoever to which it may be subject in consequence of any act or neglect of said grantee in any manner arising from the rights and privileges hereby permitted.

Section 11. The grantee agrees at its expense to take up, remove, relocate or modify the spur track placed pursuant to this permit, together with the appurtenances thereto, when in the opinion of the City Engineer it is necessary that such be done in order to repair, maintain, remove, replace, relocate or supplement the sewer line and sewer facilities now located and existing in N. Going Street approximately 125 feet northerly along the spur track from Station 32+00.05. The grantee in performing any of the above acts under this section shall use that degree of care and that standard of workmanship required for the original construction of said spur track and Sections 3 (maintenance of roadway) and 10 (indemnity clause) of this permit shall apply.

## ORDINANCE No.

Section 12. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that the grantee may have a permit covering operations on the said spur track without undue delay; therefore, an emergency is hereby declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, MAY 26 1955

*Lud L. Peterson*  
Mayor of the City of Portland

Attest: *Will Gibson*

Auditor of the City of Portland

Nathan A. Boody  
HBG chv  
5-10-55

Page No. 4

PSY500000642





# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-5105

86-009

February 5, 1987

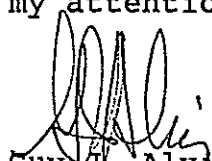
Mr. Paul Nieswander  
Lockport Marine Company  
5555 N. Channel, Bldg. 10  
Portland, OR 97217

## YARD SPACE AGREEMENT/AMENDMENT NO. 4

The purpose of this letter is to amend the existing agreement between Lockport Marine Company and the Port of Portland for the lease of yard space dated January 20, 1986. The Amendment addresses the following:


- o The yard space adjacent to Berth 313/.314 (space B313A) is defined to be 25,488 square feet.
- o This amendment shall be effective as of December 9, 1986.
- o Unless specifically changed by this Amendment all other provisions of the original Agreement and previous Amendments remain in full force and effect.

If you agree with these changes to our existing agreement, please sign below and return this letter to my attention.

  
Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

/cmr

Enclosures

  
Signature

  
Date



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PSY500000643



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-5105

October 10, 1986

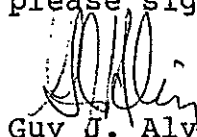
Mr. Paul Nieswander  
Lockport Marine Company  
5555 N. Channel Ave., Bldg. 10  
Portland, OR 97217

## YARD SPACE AGREEMENT/AMENDMENT NO. 3

The purpose of this letter is to amend the existing agreement between Lockport Marine Company and the Port of Portland for the lease of yard space dated January 20, 1986. The Amendment addresses the following:

- o The yard space adjacent to Berth 313/314 (space B313A) is defined to be 47,090 square feet.
- o The yard spaces adjacent to Berths 313/314 (spaces B313B and B313C) are deleted from the lease.
- o A new yard space across from Building 10 (space Bldg. 10A) is defined to be 40,690 square feet.
- o This amendment shall be effective as of October 1, 1986.
- o Unless specifically changed by this Amendment all other provisions of the original Agreement and previous Amendments remain in full force and effect.

If you agree with these changes to our existing agreement, please sign below and return this letter to my attention.

  
Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

/cmr

Enclosuress



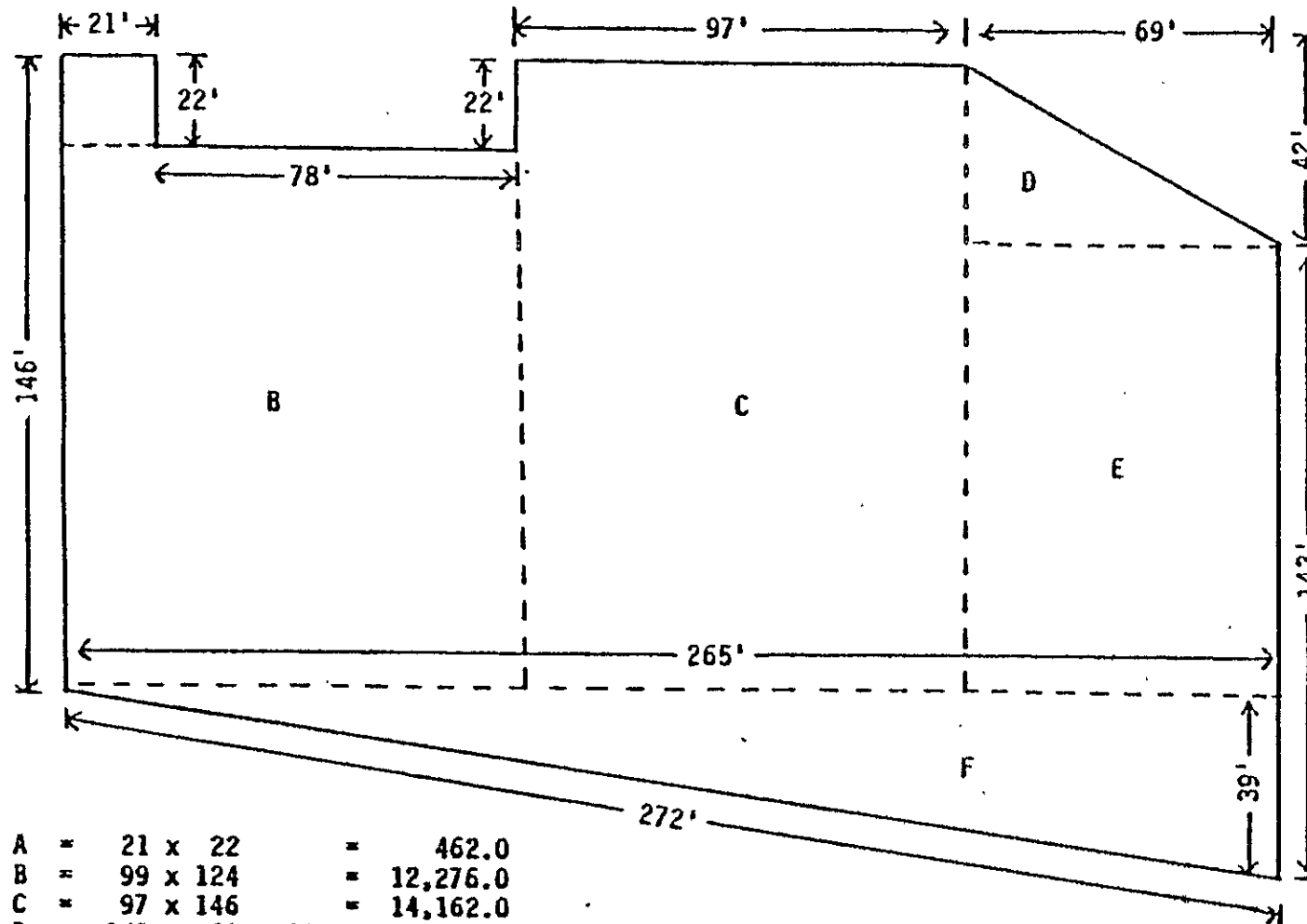
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PSY500000644

# EXHIBIT B

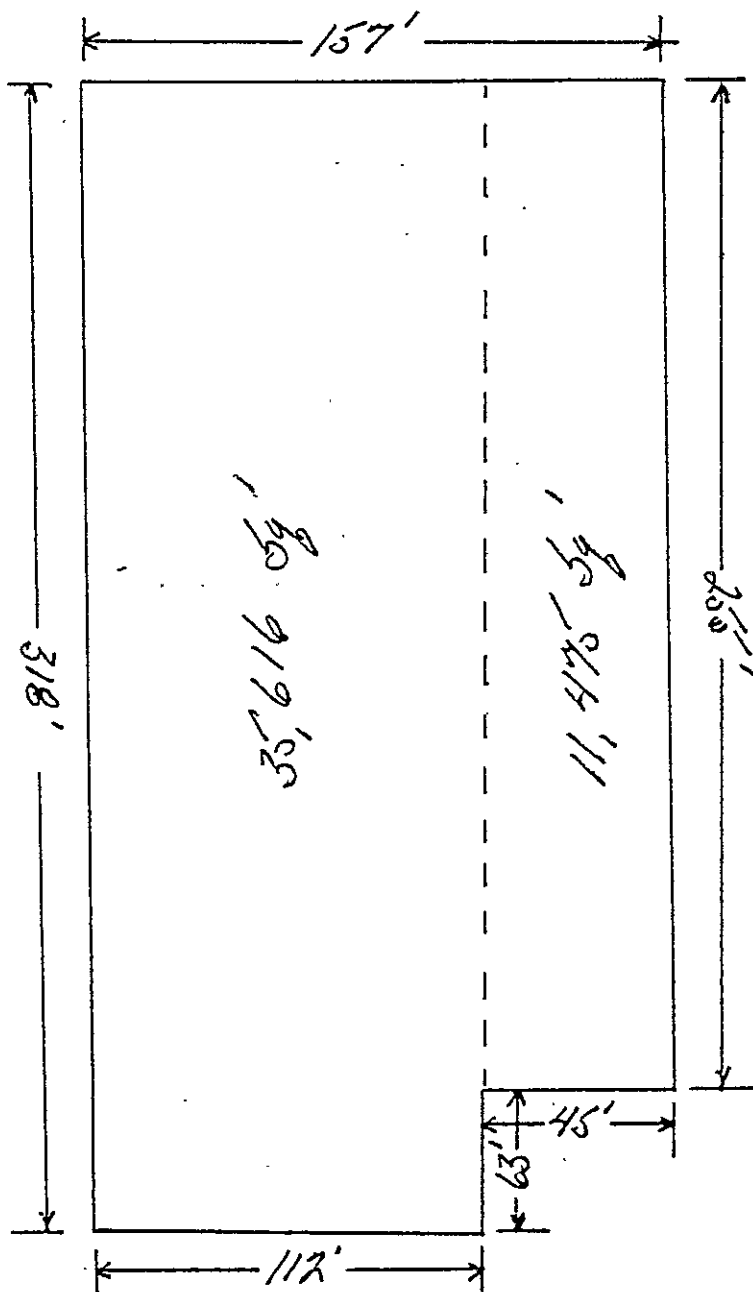
## DESCRIPTION OF SPACE

A fenced, paved, lighted and security patrolled area within Portland Ship Repair Yard:



A	=	21 x 22	=	462.0
B	=	99 x 124	=	12,276.0
C	=	97 x 146	=	14,162.0
D	=	1/2 x 69 x 42	=	1,449.0
E	=	104 x 69	=	7,176.0
F	=	1/2 x 265 x 39	=	5,167.5

TOTAL AREA 40,692.5



Barth 313 Work Area  
As of 10/1/86

35,616  
11,475  
 47,091 Square Feet

Not To Scale



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

May 7, 1986

Mr. Paul Neiswander  
Lockport Marine Company  
5555 N. Channel Ave., Bldg. 10  
Portland, OR 97217

## AMENDMENT NO. 2 TO YARD SPACE AGREEMENT

The purpose of this letter is to amend the existing agreement between Lockport Marine Company and the Port of Portland for the lease of yard space dated January 20, 1986. The amendment addresses the following concerns:

- o The yard space adjacent to Berths 313/314 (space B313A) is redefined as 44,906 sf.
- o A new yard space adjacent to Berths 313/314 (space 313C) is defined to be 15,000 sf.
- o The space across from Building 4, Bays 1 and 2, (space Bldg4A) is redefined at 17,370 sf.
- o A new yard space adjacent to Bldg. 4, Bays 2 and 3, (space B4B) defined as 9600 sf.
- o This Amendment shall be effective as of May 1, 1986.
- o Unless specifically changed by this Amendment all other provisions of the original Agreement and previous Amendments remain in full force and effect.

If you agree with these changes to our existing agreement, please sign below and return this letter to my attention.

Guy J. Alvis, Business Manager  
Portland Ship Repair Yard

/cmr

Paul Neiswander, Lockport Marine Company

May 12, 1986  
Date

Offices also in Pasco, Washington, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo

PSY500000647



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

December 1, 1982

Marine Propulsion Service, Inc.  
5555 N Channel Ave  
Bldg 80, Ship Repair Yard  
Portland, OR 97217

## MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES

The purpose of this letter is to establish a month to month agreement between Marine Propulsion Service, Inc. and the Port of Portland for utility services provided by the Port to the area leased by Marine Propulsion Service, Inc. which is designated as Building 80, lower level, located at the Portland Ship Repair Yard.

The monthly charge for utility service is to include usage of any or all of the following utilities: potable water and electricity. The usage of these utilities is limited to the utility services available at the specific area being leased and to the extent of available capacities at the time of usage.

The Port agrees that it will maintain and operate with reasonable diligence the utility service facilities and services.

The Lessee shall keep and hold the Port, its' Commissioners, officers agents, or employees free and harmless from any and all claims and actions and all expenses incidental to the investigation or defense thereof claimed by anyone by reason of injury or damage to persons, property or loss of work sustained as a result of the availability or lack of availability of the utility services normally provided to the leased space.

The monthly charge for the utility services, supplied to Building 80, lower level is stated to be \$75.00 per month payable in advance. Lessee shall pay the Port monthly on or before the tenth (10th) day of each calendar month. The term of this agreement shall commence on December 1, 1982 and continue on a month to month basis.

The Port of Portland shall periodically monitor usage, and the cost of applying the utilities to the leased space.

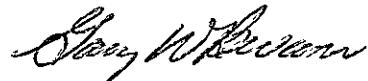
Modification to the charges stated in this agreement for utility service shall be at the sole discretion of the Port of Portland and be subject to a minimum of thirty days advance notice to the lessee.

Offices also in Fresno, Washington, Chicago, Illinois, New York, NY, New Jersey, NJ, and San Francisco, CA.

PSY500000648

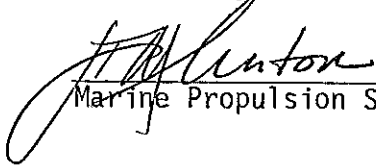
December 1, 1982  
Marine Propulsion Service, Inc.  
MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES  
Page 2

NOTE: Enclosed are three copies of this agreement. Please approve of the terms and conditions stated herein by signing where indicated. Return two signed copies to me for further processing.



Gary W. Bevens  
Business Manager  
Portland Ship Repair Yard

Accepted by,



Marine Propulsion Service, Inc.

enclosures (3)

GWB:jl:j

PSY500000649

**Commissioners**

HAROLD S. HIRSCH  
President

LEE E. CALDWELL  
Vice-President

JOHN S. BRANDIS  
Secretary

DONALD G. DRAKE  
Treasurer

DENNIS J. LINDSAY

LEW S. RUSSELL

HOWARD B. SOMERS

ERLING E. JACOBSEN

ROBERT B. WILSON

**General Manager**  
GEORGE M. BALDWIN

**Ass't. General Manager**  
R. A. NEUMEISTER

**Mgr. Aviation Dept.**  
G. D. HEXT

**Mgr., Industrial  
Development Dept.**  
L. E. ARNOLD, JR.

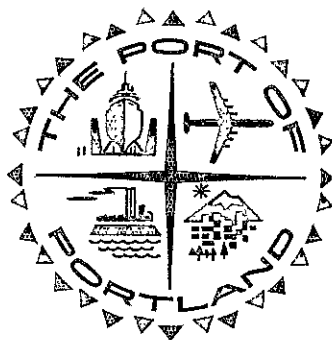
**Mgr., Marine Dept.**  
A. J. HEINEMAN

**Comptroller**  
E. W. BAUER

**Mgr., Research and  
Planning Dept.**  
W. S. DIRKER

**Chief Engineer**  
R. F. DOW

**Mgr., Public  
Affairs Dept.**  
W. G. PROCTOR



P.O. Box 3529, Portland, Oregon 97208  
Telephone (503) 224-4260

August 14, 1967

Mathews Marine Hydraulic, Inc.  
5931 N. Lagoon Avenue  
Portland, Oregon 97217

Attention: Mr. R. Mathews

Dear Mr. Mathews:

This is to confirm your recent verbal request to rent the former Caffall Bros. office space adjoining Building 4, identified as 5931 N. Lagoon Avenue.

By this letter agreement, it is understood that the space will be used as an office for the operations of your company. The term shall be on a month-to-month basis. The rental rate is to be 5¢ per square foot per month covering 1,480 sq. ft., which is \$74 per month. In addition, there will be a \$6 per month assessment for water and sewer charges. The total monthly rent is to be \$80 per month, payable in advance beginning September 1, 1967.

It is further understood that the premises are accepted on an "as is" basis, all maintenance to be the responsibility of the lessee with the exception of the roof and exterior walls. Any ad valorem taxes as may be assessed will be paid by the lessee.

Electric power services will be the responsibility of the lessee by requesting the activation of the service from the PGE Company. Any alterations within the premises are to be at the expense of the lessee after first requesting approval for such alteration from the Port.

NOTED:

  
\_\_\_\_\_  
ACCOUNTING DEPT.

PSY500000650

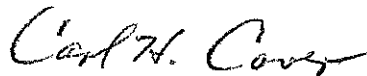


Mr. R. Mathews  
August 14, 1967  
Page 2

Please acknowledge acceptance of this letter agreement by affixing your signature in the lower left hand corner hereof. Return the original and retain a carbon copy for your files.

Yours very truly,

THE PORT OF PORTLAND



Carl H. Cover  
Properties Manager

CHC/la


cc: Accounting Dept.

MATHEWS MARINE HYDRAULIC, INC.

By 

Date 8-31-67

NOTED:

 ACCOUNTING DEPT.

PSY500000651

RECEIVED

SEP - 1 1967

THE PORT OF PORTLAND

**APPROVAL TO AWARD CONTRACTS - DRY DOCK WASTEWATER CONTAINMENT  
AND TREATMENT SYSTEM - PORTLAND SHIP YARD**

March 13, 1996

Presented by: Mic Dorrance  
Manager, Capital Programs**FACTUAL BACKGROUND AND ANALYSIS**

This agenda item requests approval to award two contracts in connection with construction of a dry dock waste and stormwater collection and treatment system at Portland Ship Yard (PSY). The first contract is for designing, furnishing, and installing a wastewater treatment system. The second contract is for constructing a water collection and conveyance system. Both contracts are necessary for a complete collection and treatment system for the three PSY dry docks.

On August 9, 1995, the Commission approved a lease and related transactions with Cascade General, Inc. (Cascade), under which Cascade is now operating and managing PSY as a sole contractor. According to terms of the lease, the Port is obligated to construct a water containment and treatment system for the dry docks that complies with standards of the state Department of Environmental Quality (DEQ). The dry dock water discharge limitations are a condition for renewal of the Port's water quality discharge permit. DEQ is now processing the renewal and estimates that the permit will be issued within about two months. Permit compliance is required for continued use of the three dry docks.

On October 12, 1995, the Commission approved a personal services contract for the design and preparation of contract documents for both of the two contracts referenced above. That work is now complete, and the two contracts are ready to be awarded.

The first contract is for the completion of a wastewater treatment system. The nature and complexity of this procurement required the consideration of factors other than price alone to ensure that the Port received what it needed. For that reason, proposals were solicited under the categorical exemption from competitive bidding established by Port of Portland Contract Review Board Rule 2.19. The RFP was publicly advertised on December 21, 1995, and proposals were received on January 30, 1996, from four firms. The proposal prices ranged from a low of \$447,878 to a high of \$551,377.

An evaluation team, composed of Port Marine and Engineering staff and representatives of the design consultant, reviewed the proposals. Evaluation criteria included: meeting the specified technical requirements; qualifications and experience on similar projects; initial cost; maintenance, operating, and training costs; schedule and work plan; compliance with warranty; business and financial stability of the proposer; ability of the proposer to provide

APPROVAL TO AWARD CONTRACTS - DRY DOCK WASTEWATER CONTAINMENT  
AND TREATMENT SYSTEM - PORTLAND SHIP YARD

Page 2

March 13, 1996

maintenance and spare parts; and optional features benefiting the Port. Triad Mechanical, Inc. offered the lowest initial cost and was highest rated based on the evaluation criteria. Accordingly, the Executive Director recommends that the first contract, for designing, furnishing, and installing the wastewater treatment plant, be awarded to Triad Mechanical, Inc.

The second contract is for construction of a wastewater collection and conveyance system comprising pumps; piping; fittings; supports; and related mechanical, electrical, and structural facilities. Competitive bidding, rather than the RFP process, was used for this contract. Bids for this second contract were received on February 6, 1996. One bid contained a material error, and the bidder was permitted to withdraw the bid. The valid bids were as follows:

DonLee Corporation (Portland, OR)	\$ 954,335.00
Triad Mechanical, Inc. (Portland, OR)	\$ 1,056,924.00
Oregon Electric Construction (Portland, OR)	\$ 1,289,750.00
Engineer's Estimate	\$ 710,000.00

**EXECUTIVE DIRECTOR'S RECOMMENDATION**

The Executive Director recommends that the following resolutions be adopted:

BE IT RESOLVED, That approval is given to award a contract to Triad Mechanical, Inc., in the amount of \$447,878, for the Storm Water and Industrial Wastewater Treatment System contract at Portland Ship Yard; and

BE IT FURTHER RESOLVED, That the low responsive bid for Wastewater Collection and Conveyance System contract at Portland Ship Yard was \$954,335.00 from DonLee Corporation; and

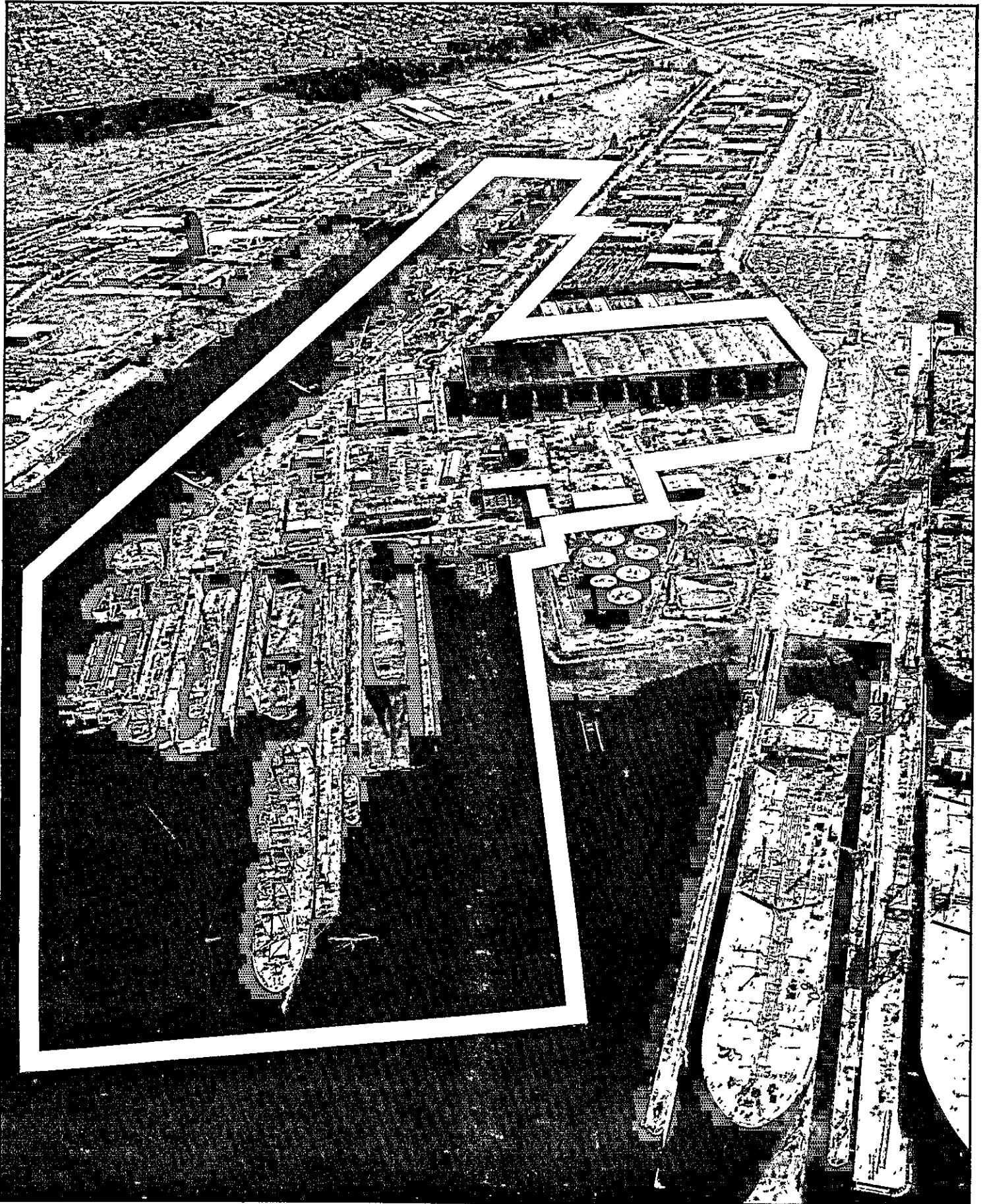
BE IT FURTHER RESOLVED, That approval is given to award a contract to DonLee Corporation, in accordance with its bid; and

BE IT FURTHER RESOLVED, That the Executive Director or his designee is authorized to execute the necessary documents on behalf of the Port of Portland Commission in a form approved by counsel.

PORTLAND SHIP REPAIR YARD

# FACILITIES CONDITION STUDY

 Port of Portland



April 1981

PSY500000655

FACILITIES CONDITION STUDY

PORTLAND SHIP REPAIR YARD

prepared for

C. H. McKeown  
Ship Repair Yard Manager

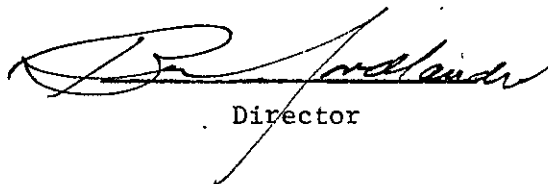
by

Engineering Services Department

April 1981



Project Manager



Director

### ACKNOWLEDGMENTS

This study is a product of a cooperative effort by Portland Ship Repair Yard Operations personnel and Port Project Engineers who committed their skills to this project. Key staff includes:

R. J. Boyles - Project Engineer, Mechanical  
J. R. Danielson - Project Engineer, Mechanical  
H. T. Kido - Project Engineer, Civil  
W. E. Siggelkow - Project Engineer, Electrical  
Y. L. Yu - Project Engineer, Structural  
  
J. L. Chase - Safety/Pollution Control Coordinator  
S. L. Donnell - Carpenter Foreman  
J. M. (Mic) Dorrance - Crane Operator Foreman  
L. W. Fish - Machinist Leadman  
D. L. Haynes - Machinist Leadman  
P. Pryor - Electrician Foreman  
D. Uhrich - Yard Operations Supervisor (retired)  
T. L. Wade - Utility Foreman

Professional consultants who contributed to the study in specific areas of expertise include:

Foundation Sciences, Inc.  
General Electric Company  
Perkins Engineering, Inc.  
Metro Heating and Air Conditioning Service  
Pettijohn Engineering Co., Inc.  
Underwater Services  
Bode Inspection, Inc.

## INTRODUCTION

This report presents the results of a comprehensive inventory and evaluation of the condition of the "old ship repair yard" facilities. \* (See Figure 1, Site Plan)

The study was undertaken to:

- document the physical condition of all significant components of the old yard area,
- make recommendations with regard to remedial work, reconstruction, or monitoring of facilities (including cost estimates),
- provide data for development of long-range capital and maintenance budgets, and
- provide data that can be used in making cost/benefit decisions in developing a yard master plan.

Study results were prepared in anticipation of detailed analysis and discussion of each recommendation with shipyard management personnel. Data presented in the report and the attached appendix, or on file in the Engineering Services Department\*\*, form a basis for all recommendations. Recommendations are made with the intent of extending operating life of the facility by 10 to 15 years, and/or eliminating hazardous conditions and reducing operating costs.

## SUMMARY OF RECOMMENDATIONS

- The facilities are in substantially good condition considering age, usage, and apparent lack of maintenance. The required and recommended improvements over the next five years are a result of the normal wear process on facilities that are 25 to 35 years old, and a lack of regular maintenance.



- A commitment of \$11.4 million for repair and reconstruction of yard facilities is recommended for the next five years, with \$1,200,000 of that amount for work in fiscal year 1981-82.
- Significant problem areas include the electrical power distribution system requiring \$2.68 million for reconditioning work, and the eight Washington cranes which require an estimated \$5.17 million in order to correct deficiencies. High priority has been placed on repair of the electrical system due to the potential for interruption or shut-down of all yard operations.
- Recommended expenditures by major category and by year are:

	FY	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>	<u>85-86</u>
Civil Work		135	290	265	300	335
Buildings		50	175	290	325	370
Mechanical Utilities		300	154	172	195	215
Electrical Utilities		375	890	720	548	144
Cranes and Equipment		<u>340</u>	<u>1,600</u>	<u>1,255</u>	<u>938</u>	<u>1,040</u>
TOTAL (\$ thousands)		1,200	3,109	2,702	2,306	2,104

(Cost estimates have a confidence level of 20 percent and are based on 1980 dollars escalated at the rate of 12 percent per year to account for inflation. Costs include allowances of 15 percent for engineering and administration, and 15 percent for contingencies.)

A preventative maintenance program at the shipyard is sorely needed. One is now in the process of being developed. The need to expedite implementation of such a program cannot be over-emphasized. It should be combined with a short-term (6 to 12 months) period of intensive use of contract or temporary labor to get the program off the ground.

It is most important that work recommended here proceed in order to protect the Port's investment in present old yard area facilities. Further, the Port's primary "ship repair business" is providing facilities and services that are safe and efficient, and that provide a competitive environment for ship repair contractors.

Recommended repair and rehabilitation work will bring yard facilities conditions to near original design standards as established in 1956. Recommended improvements do not provide added structural capabilities to address the increase in vessel size that has occurred over the past 25 years. The issue of new yard requirements created by increased vessel size and a change in ship repair needs should be addressed in a further study or master planning effort. It is recommended that at least a minimal planning effort be completed so that information gathered may be combined with the data in this study to determine five-year budget requirements. Consideration should be given to new facility construction and other alternatives that may better meet ship repair industry requirements and the goals of the Port. This management decision (master planning) process is the next logical step prior to implementation of numerous recommendations contained in this report.

\* For the purposes of this report, the "old ship repair yard" facilities are those designed and constructed prior to 1977.

\*\* All drawings referred to in this report are Port of Portland drawings on file in the Engineering Services Department.

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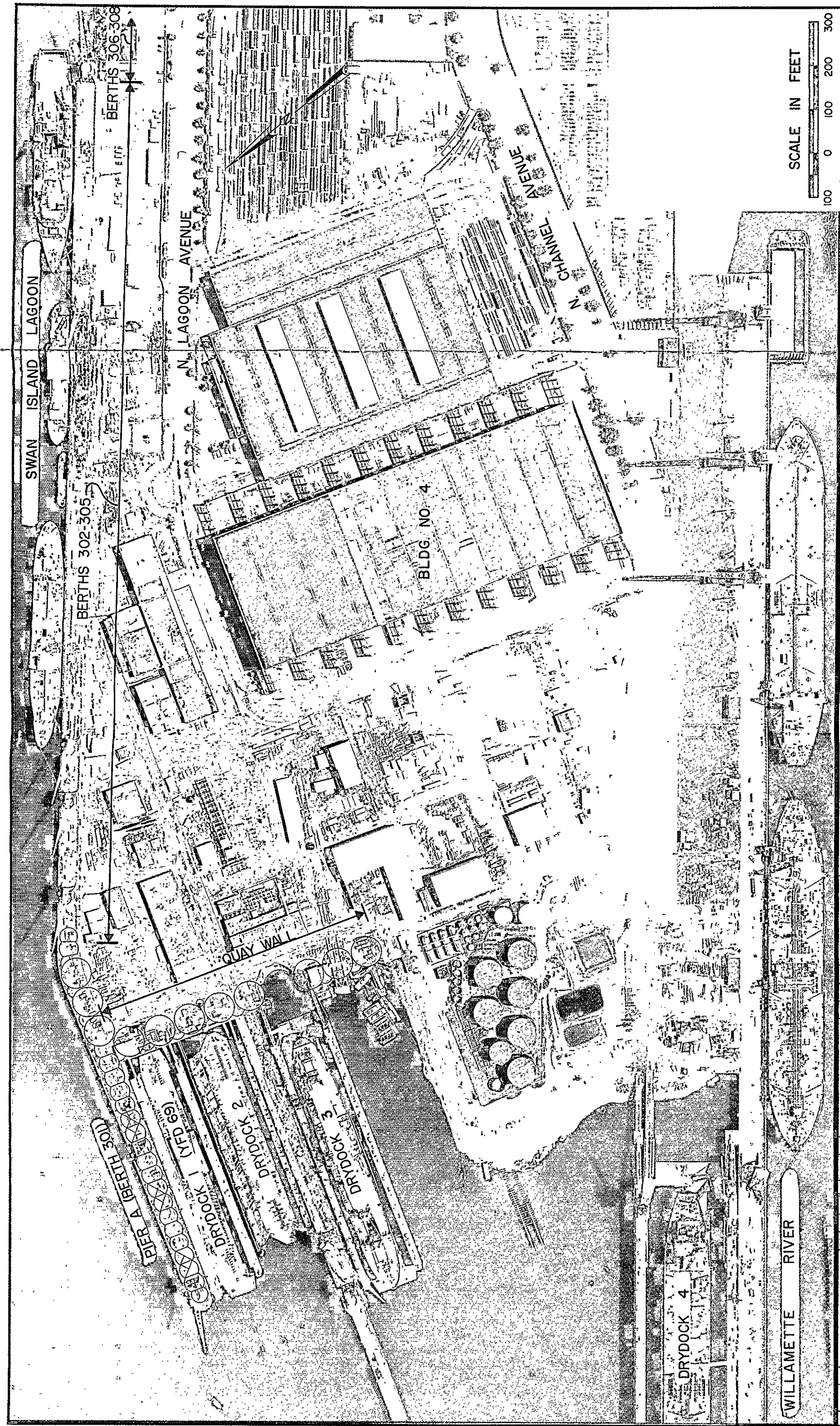
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THE PORT OF PORTLAND  
PORTLAND, OREGON



DESIGNED BY H. I. KIDO  
DRAWN BY L. E. FRITZIE  
CHECKED BY  
DATE APRIL, 1981  
SCALE SHOWN

PORTLAND SHIP REPAIR YARD  
FACILITIES CONDITION STUDY  
SITE PLAN

SUBMITTED BY  
*Edmund P. Marchand*  
DRAWING NO. YA 81-2 1A 1/23

FIGURE 1

DIVISION 1 -- PIERS AND WHARFS

1.1	Quay Wall	1-1
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	1.1B	
	1.1C	
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	Figure 1.4A	

## DIVISION 1 - PIERS AND WHARFS

### 1.1 QUAY WALL

#### A. CONDITION

##### 1. Description

The quay wall defines the north-south edge of the dry dock basin. It consists of nine 68-foot diameter circular sheet pile cells. The cells are capped with a concrete bull rail and asphalt pavement. This system supports stored or fixed materials and machinery, a small building, vehicles and a barge launching way.

##### 2. History

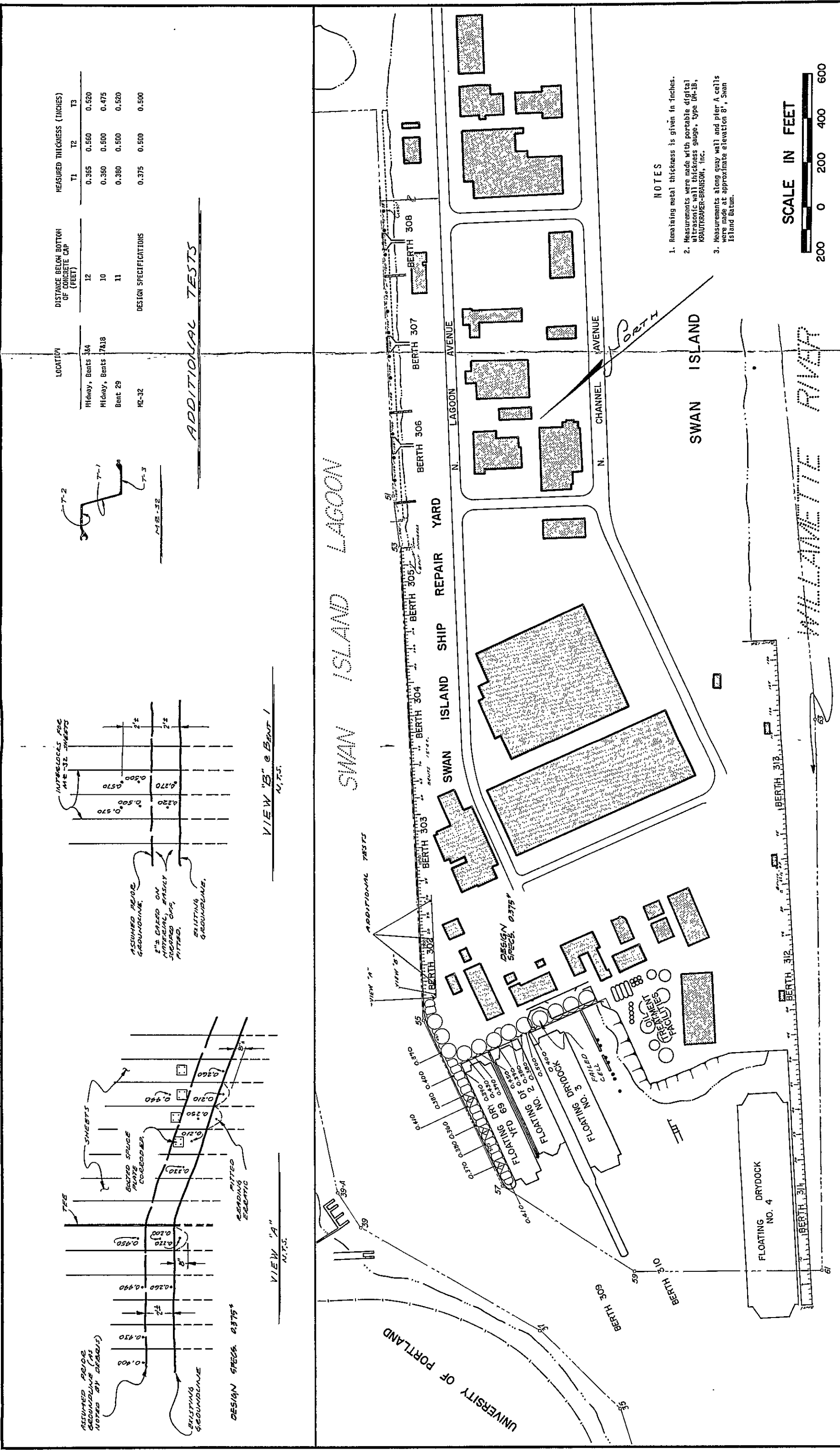
- |      |  |
|------|--|
| 1944 | The northernmost three cells and connecting arcs in the quay wall were completed as part of the work by Kaiser Company to build Pier A, Drawing YA 44-2.   |
| 1951 | Six additional similiar cells and arcs were added to the line started by the original three. This work designed by F. R. Harris, Inc., also included the design of Pier C. Refer to Drawing YA 51-501. |
| 1975 | One of the Harris designed cells, cell 6 and adjacent arc, failed. The void left by this failed cell and the intact adjoining ones were rennovated per design by CH2M/Hill, Drawing YA 75-501.         |
| 1980 | Crane rails were repaired per Drawing YA 80-3.   |

### 3. Tests/Inspections

- Location surveying and topographic mapping of study areas was completed by Pettijohn Surveyors, Inc. Baselines were established and marked for future use. The survey base map is presented in Figure 1.1A.
- A foundation and geotechnical study was completed by Foundation Sciences, Inc. dated March 1981. A copy of the report is included in the separate Appendix under Division 1.
- A survey of the underwater condition of the steel sheet piles was completed by divers from Underwater Services. A copy of their report is included in the separate Appendix under Division 1.
- Metal thickness measurements of sheet pile sections at selected locations were taken by Port engineering staff. This data is presented in Figure 1.1B.
- Interviews with Port and ship repair contractor personnel, site inspections, and this report were conducted and prepared by Howard Kido, Port engineer.







THE PORT OF PORTLAND PORTLAND, OREGON				PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY METAL THICKNESS READINGS FEB. 20 & 25, 1981			
DESIGNED BY H.T. KIDO		DRAWN BY D.V. MARLOW		CHECKED BY APRIL 1981		DATE APRIL 1981	
SUBMITTED BY Catherine P. Marshall		DRAWING NO. YA 81-2		SCALE SHOWN		FIGURE 1.1B	
NO DATE BY		NO DATE BY		NO DATE BY		NO DATE BY	
REVISIONS		REVISIONS		REVISIONS		REVISIONS	
CK'D APP'VD		CK'D APP'VD		CK'D APP'VD		CK'D APP'VD	

4. Present Condition

- Survey of crane rail in the early 1980's indicated that Pier C is undergoing little settlement. Specific rail movement problems over pier joints and Harris cell were repaired in the mid-1980's and are holding up.
- All openings and windows identified in underwater areas of sheet pile cell structure in past diver survey could not be verified. However, ones that were noted had been plated over and closed off.
- There are no signs of fill leaking from the cells.
- Metal thickness readings at river elevation 8-feet indicated minor changes in sheet pile metal thickness.
- Paved areas just back of concrete bull rail from Pier C to Pier A shows evidence of settlement of several inches. Some isolated sink holes are in evidence. In particular, one immediately north of Pier C and abutting bull rail was investigated and found to be due to loss of subgrade material into local voids. This resulted from an interior sheet pile wall within the cell which allowed some fill leakage within the cell.

## B. RECOMMENDATIONS

Small amounts of settlement and local sinkholes will continue to occur as a result of continuing cell fill densification and/or local subgrade support problems. Overall, under the present loading conditions, the quay wall appears to be performing well. Rehabilitated area around the previously failed cell number 6 looks good, showing no visible signs of distress.

### 1. Priority

- It is recommended that the following monitoring measures of the quay wall area be taken to assure continued use of the facility:

- \* From the survey baseline and points established as part of this study, continue to take horizontal and vertical measurements on a yearly basis for a minimum of five years. After evaluation of these data it may be possible to change the frequency of readings.

To assure consistency of readings and better coverage, it is further recommended that the established points be marked with more permanent hubs and that permanent protected points be established in the asphalt just behind the bull rail. Cost for such monitoring, which would allow detection of horizontal and vertical movements, would be mainly in the Port's staff survey time.

Estimated Annual Cost \$ 3,000

- \* Perform underwater inspection of sheet piles on at least an annual basis. Focus on inspecting sheet pile butt joints and character of material at toe of sheets. Inspection would require retaining a skilled diver.

Estimated Annual Cost \$ 2,000

- \* Considering the age and past performance of this area, take annual measurements of metal thickness at several locations on each cell and arc. As the Port owns a device to take metal thickness readings, cost for these measurements would be minimal. Along these lines, consideration should also be given to purchasing or renting a device which can take measurements of metal thickness underwater. These measurements could be obtained in conjunction with the underwater inspections.
- \* It is recommended that inclinometer measurements be made which would allow the detection of long-term cell movement. The required hardware for obtaining these measurements include a permanently installed inclinometer casing, and a portable inclinometer and a recording-plotting instrument to receive and present the data in a useable form. Each inclinometer casing would be permanently installed within a steel pipe which could be welded to the face of the

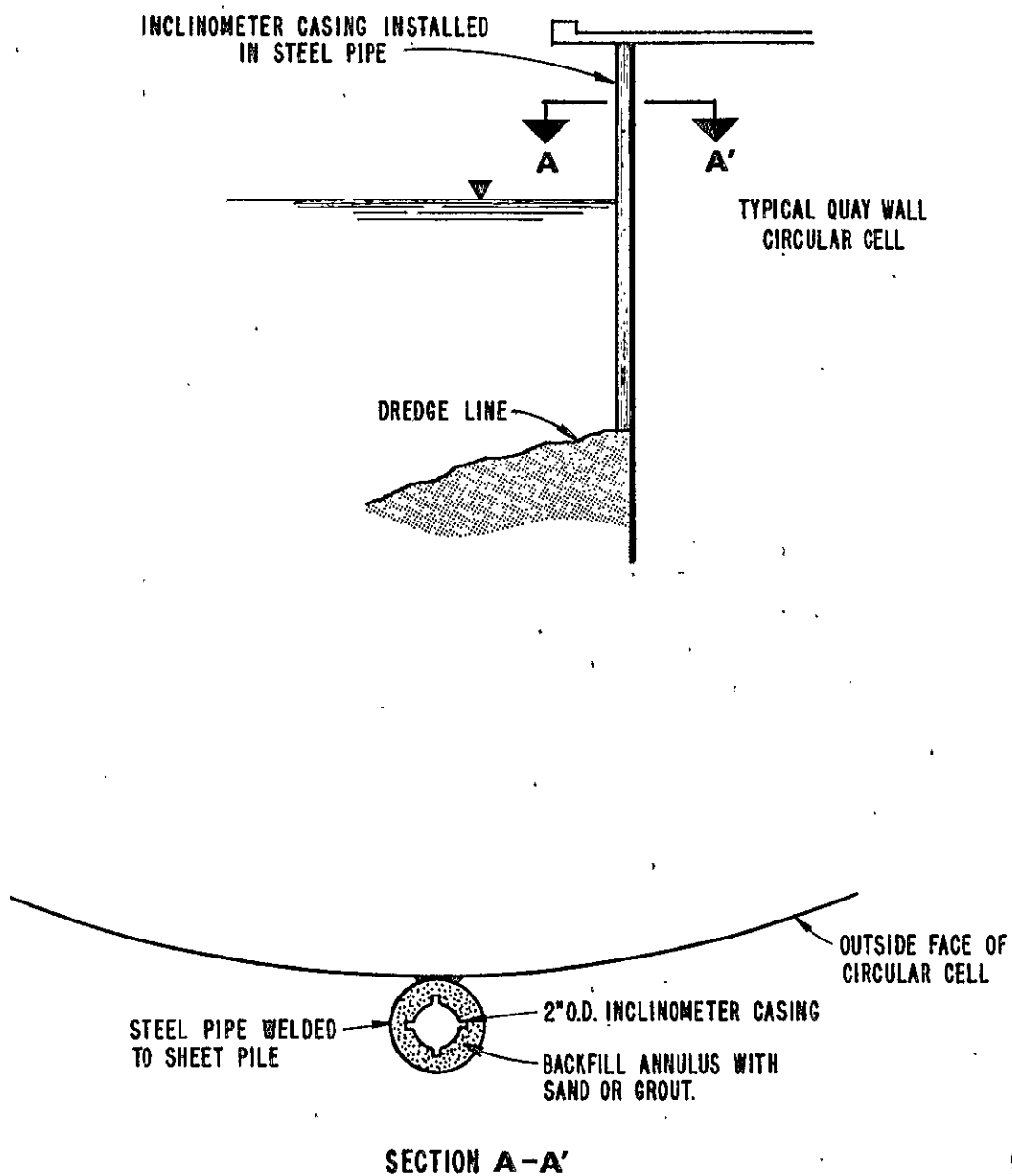
cell (in a vertical position) to be monitored. See Figure 1.1C for schematic of inclinometer casing installation. Install one on the face of each of the five cells to the northeast of the failed cell number 6. This would include coverage of the three older cells constructed by Kaiser in the 1940's. Monitor the inclinometers at least every three months for one year to establish a data base. After evaluation of these data, the frequency of the readings could be reduced to an annual basis. (Refer to Foundation Sciences, Inc. report in the separate Appendix for further details.)


Estimated Cost     \$ 12,000

- During our efforts to monitor and establish a record of the area's performances (see above recommendations), it is recommended that procedures be maintained to limit the storage of heavy equipment and materials over the area adjacent to the concrete bull rail. Past failure of a cell in the quay wall area, age of the cell structures, and noted settlement of asphalt adjacent to concrete bull rail, warrants the limiting of the use of this area to storage of portable equipment and staging consistent with the present practice.

## 2. Consideration

Consideration should be given to digging out, filling and compacting voids in area as evidenced by broken settled asphalt, principally in area adjacent to the concrete bull rail.



 <p>ENGINEERS GEOLOGISTS</p>	<p><b>FOUNDATION SCIENCES, INC.</b> PORTLAND, OREGON</p>		
	<p>PS.RY. FACILITIES SURVEY SCHEMATIC OF INSTRUMENTATION INSTALLATION</p>		
	<p>DATE MAR. 1981</p>	<p>DRN. M.K.</p>	<p>SCALE NONE</p>

**FIGURE I.IC**

1.2 BERTH 301 (Pier A)

A. CONDITION

1. Description

Pier A, consisting of filled diaphragm cells with a concrete and asphalt cap, was constructed in 1944 by Kaiser Company, Inc. An outfitting berth, Berth 301, is located on its north side, while dry dock YFD-69, Dry Dock 1, is on its south side. A concrete bull rail runs the full length of both sides of the pier, while crane rails founded on continuous concrete footings extend the length of the pier.

Failure during construction of several of the cells at the southeast end, required a change order incorporating three circular cells in place of the failed diaphragm cells.

2. History

1944      Original construction, refer to Drawing  
YA 44-2, Dry Dock Basin, Kaiser.

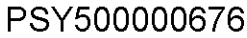
1959      Crane rail releveled and modifications to the  
utilities were completed. Refer to Drawing  
YA 59-1, Pier A Relevel, Port of Portland.

-      Additional minor work has been done on the pier  
which is not recorded on any of the available  
drawings.

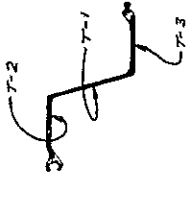


### 3. Tests/Inspections

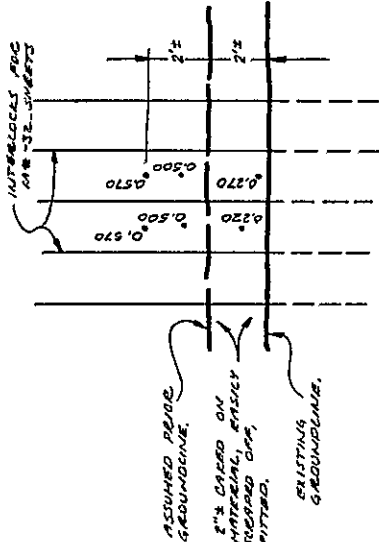
- A foundation and geotechnical study was completed by Foundation Sciences, Inc. dated March 1981. A copy of the report is included in the separate Appendix under Division 1.
- A survey of the underwater condition of the steel sheet piles was completed by divers from Underwater Services. A copy of their report is included in the separate Appendix under Division 1.
- Location surveying and topographic mapping of study areas was completed by Pettijohn Surveyors, Inc. Baselines were established and marked for future use. The survey base map is presented in Figure 1.1A in Section 1.1.
- Crane rail location survey results, position and alignment, are shown on Figure 1.2A. The survey work was completed by Pettijohn Surveyors.
- Metal thickness measurements of sheet pile sections at selected locations were taken by Port engineering staff. This data is presented in Figure 1.2B.
- Hydrographic survey data to verify water depths adjacent to the pier were obtained by Port personnel utilizing a recording fathometer. Results of the survey are shown on Figure 1.2C.



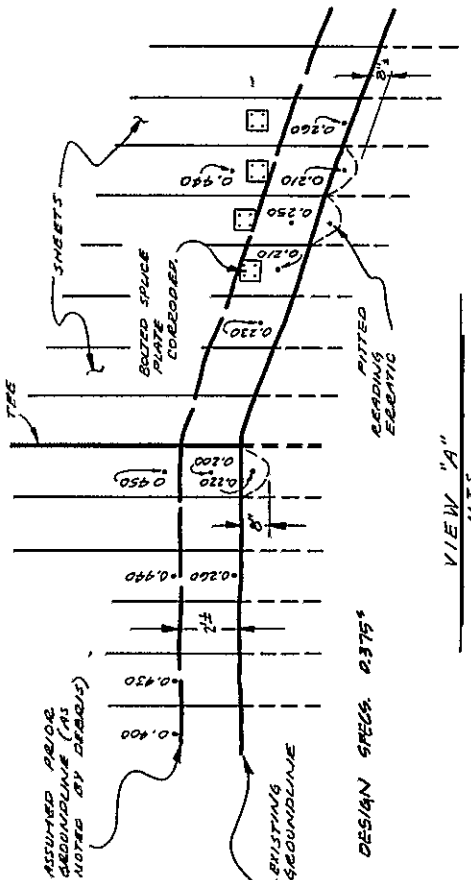
LOCATION	DISTANCE BELOW BOTTOM OF CONCRETE CAP (FEET)	MEASURED THICKNESS (INCHES)		
		T1	T2	T3
Midway, Bents 304	12	0.365	0.560	0.520
Midway, Bents 178/18	10	0.360	0.500	0.475
Bent 29	11	0.360	0.500	0.520
MZ-32	DESIGN SPECIFICATIONS	0.375	0.500	0.500



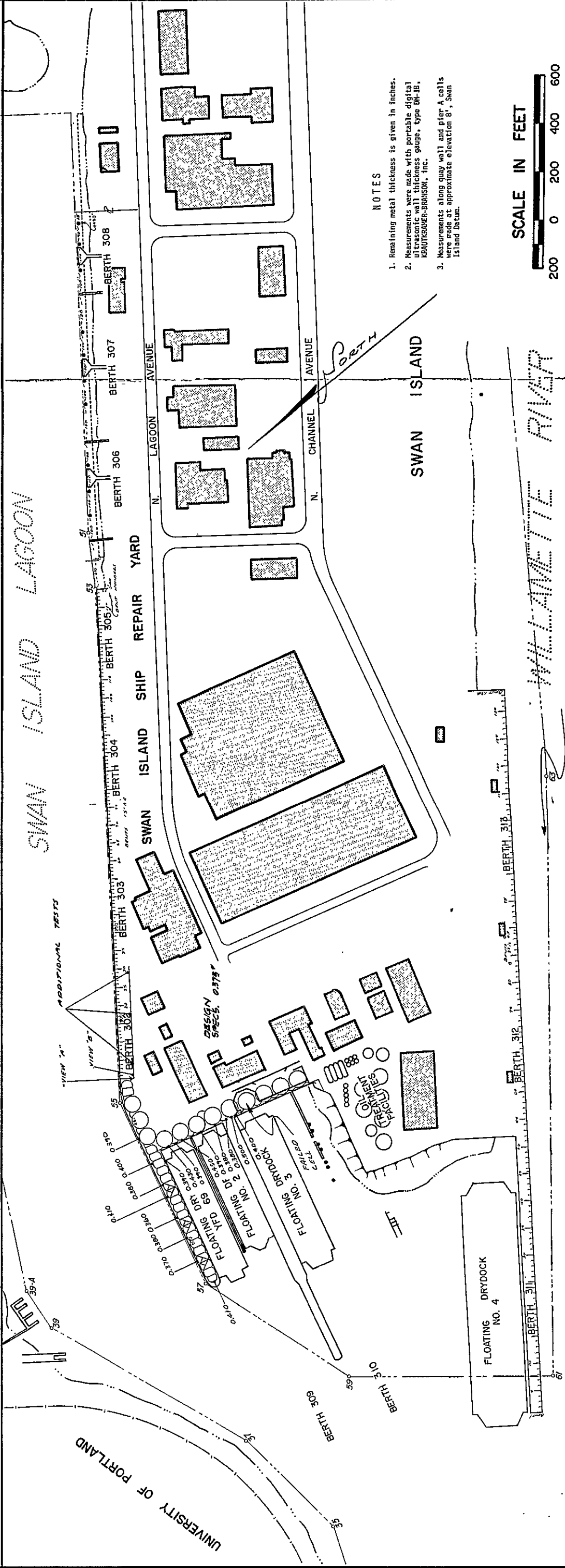
# ADDITIONAL TESTS



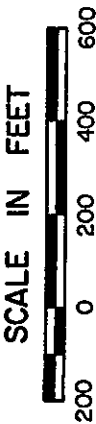
VIEW "B" @ BENT 1  
N.T.S.



VIEW "A"  
N.T.S.



- NOTES
1. Remaining metal thickness is given in inches.
  2. Measurements were made with portable digital thickness gauge, type DM-1B, RAUTENBERG-BRINSON, Inc.
  3. Measurements along quay wall and pier A cells were made at approximate elevation 8', Swan Island Datum.



THE PORT OF PORTLAND  
PORTLAND, OREGON

DESIGNED BY H.T. KIDO  
DRAWN BY D.V. MARLOW  
CHECKED BY  
DATE APRIL 1981  
SCALE SHOWN

DESIGNED BY H.T. KIDO  
DRAWN BY D.V. MARLOW  
CHECKED BY  
DATE APRIL 1981  
SCALE SHOWN

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DRAWN BY D.V. MARLOW  
CHECKED BY  
DATE APRIL 1981  
SCALE SHOWN

PORTLAND SHIP REPAIR YARD  
FACILITIES CONDITION STUDY  
METAL THICKNESS READINGS FEB. 20 & 25, 1981

SUBMITTED BY  
DESIGNED BY  
DRAWING NO. YA 81-2  
1723

NO DATE BY REVISIONS CK'D APP'D NO DATE BY REVISIONS CK'D APP'D



- A verification survey to check bottom elevations in the curve area between Berths 301 and 302 was completed on March 26, 1981 by Port personnel. Samples of bottom materials were collected and studied.
- Interviews with Port and ship repair contractor personnel, site inspections, and this report were conducted and prepared by Howard Kido, Port engineer.

4. Present Condition

- The pier's diaphragm and circular cells are in fair condition and are performing as expected. Metal thickness readings at elevation 8 feet (SISRY datum) showed minor reduction of metal thickness (see Figure 1.2B). The bull rail has not settled in the past 20 years.
- The crane rails show signs of settlement on the order of 1 to 1 1/2 inches since construction. This settlement will probably continue due to cyclic loadings from the cranes. Crane rail support is not adequate in some areas. Crane travel over these points results in deflection of the rail in both downward and lateral directions. This has resulted in broken rail requiring maintenance. Vertical movement of concrete slab at certain locations adjacent to rails hinder crane operations and require regular maintenance to remove. Also related to the crane operation, the

crane power pickup arm is pinched in trolley slot during extreme freezing conditions due to fill movement closing the slot.

- Hydro survey indicated that a high spot exists in mud line near curve at southeast end of Berth 301 (see Figure 1.2C). This high spot doesn't show up in surveys of 1979 and 1980. Verification of the existence of this high spot was completed by special survey of the area. Sampling of bottom material indicated that the high spot was comprised of concrete debris and sand used in sandblasting operations.
- Holes develop in pier pavement periodically. These are dug out, refilled and patched by maintenance personnel. A visual inspection of a dig out at southeast end of Berth 301 adjacent to outboard crane rail was made. This revealed that the void extended into area under concrete bull rail and ran parallel to the rail for one to two feet. It is the opinion the consultant, Foundation Sciences, that these holes are local problems which probably result from a loss of cell fill through undetected isolated windows in the sheets or into corroded conduits within the cell. Re-appearance of these holes can be expected until all voids or routes for fill loss can be closed off. This is not considered a serious problem.

In some areas, the sheet pile has settled away from the concrete bull rail which was originally cast on top of sheet. Foundation Sciences' opinion is that this probably occurred a short time after the initial construction, and is also not considered a serious problem.

- Surface drainage on the pier is provided through holes drilled through bull rail. This may not meet today's standards, but it is very adequate and does not cause any problems.

## B. RECOMMENDATIONS

### 1. Priority

- The existing diaphragm and circular cells of Pier A are in adequate, functional condition. However, to assure continued use of the facility, the monitoring program established in this study should be continued. The following measures are therefore recommended:

- \* Take horizontal and vertical measurements from the baseline to the points established on the crane rails and bull rails on at least an annual basis. Continue this for a minimum of five years, after which time an evaluation of the data may indicate that a change in the frequency of readings would be appropriate. Expense would be in the survey time required.

Estimated Annual Cost \$ 2,000

- \* Perform underwater inspection on an annual basis of submerged cell sheet piles. Pay attention to character of bottom material at toe of sheets, particularly at curve in zone between Berths 301 and 302.

Estimated Annual Cost \$ 2,000

- \* In conjunction with the above surveys, continue to take annual measurements of sheet pile metal thickness. Consideration should also be given to measuring the sheet thickness at various submerged locations through the rental or purchase of a suitable underwater meter. These measurements could be obtained during the under water inspection.
- Re-align, vertically and horizontally, the crane rails from approximately station 16+00 to 18+00 (curve of wharf). This is in an area of significant crane operation problems and significant lateral and vertical mis-alignment. As noted in report by Foundation Sciences, Inc., current crane rail settlement should decrease with time. Future monitoring recommended above could verify the actual trend. Work to adjust the vertical alignment must take into account this potential settlement. Should the settlement prove to be excessive and continuing, new rail foundations may be required. Note recommendation in Foundation Sciences, Inc., Report, Sheet 5. Rail details can be designed to address problems noted with regard to "tight" trolley slots and



vertical movement of concrete adjacent to rails.

This area of rails can be monitored after such changes to provide a test for potential future rail modifications on Pier A.

Estimated Cost    \$100,000

### 1.3 BERTHS 302 to 305

#### A. CONDITION

##### 1. Description

The present Berths 302-305 were constructed after removal of an existing timber wharf in the mid-1950's. The new structure consists of wood piles supporting timber caps and stringers with a wood and asphalt deck. The wharf, which provides berthing space in the Swan Island lagoon, is 52 feet wide and runs for roughly 2,000 feet. The land side edge of the pier abuts against a freestanding sheet pile bulkhead wall which has a free height ranging from 3 to 15 feet. Major modifications to the pier have been made to increase it's width in the Berth 305 area and to tieback the sheet pile bulkhead in the Berths 303 and 304 area.

##### 2. History

1940's      Original pile supported pier constructed of wood by Kaiser Company. This pier has been since removed with the only remaining features being the cut off piling ends and the wood retaining walls left in place to stabilize the bank slope.

1955      A new pier structure was designed for Berth 302 and 303 by Moffatt, Nichol and Taylor. Refer to Drawing YA 55-501. This structure, constructed in 1956, included work to replace the wooden bulkhead wall with steel sheet piles starting from the cells making up Berth 301.

- 1956      Moffatt, Nichol and Taylor continues Berths 302 to 303 design through Berths 304 to 305, Drawing YA 56-501. These berths were constructed in 1957.
- 1964      Excessive lateral movement of Berths 304 and 305 sheet pile bulkhead lead to investigations and recommendations for repair of section by Tudor Engineering Co. Tudor's design, Drawing YA 65-2, was used to restore the pier from Bents 99 to 135, this includes a portion of Berth 304 and all of Berth 305.
- 1976 -      Excessive lateral movement from Bents 57 to 72 lead to work designed by the Port to tieback the bulkhead wall. Refer to Drawing YA 76-8.

3.    Tests/Inspections

- A foundation and geotechnical study was completed by Foundation Sciences, Inc. dated March 1981. A copy of the report is included in the separate Appendix under Division 1.
- A survey of the underwater condition of the steel sheet piles was completed by divers from Underwater Services. A copy of their report is included in the separate Appendix under Division 1.
- Location survey results, pier and crane rail position and alignment, are shown on Figures 1.3A to 1.3L. The survey work was completed by Pettijohn Surveyors.

- Metal thickness measurements of sheet pile sections at selected locations were taken by Port engineering staff. This data is presented in Figure 1.3M.
- Hydrographic survey data to verify water depths adjacent to the pier were obtained by Port personnel utilizing a recording fathometer. Results of the survey are shown on Figure 1.3N.
- Interviews with Port and ship repair contractor personnel, site inspections, and this report were conducted and prepared by Howard Kido, Port engineer.
- Timber quality survey by Bode Inspection, Inc. Summary reports are located in the separate Appendix under Division 1. Detailed survey sheets have been retained in the project files.

4. Present Condition

This item includes evaluation of pier surface features, timber structure, mud line, lower sheet piling and upper sheet piling.

- Pier surface features includes fenders, mooring bitts, crane rails, concrete pile cap and asphalt deck.
  - \* Many of the original wood piling fenders and supporting chocks and wales are missing or broken. Recently completed work replaced these in the worst areas. Refer to As-Built Drawing YA 80-17 for specific repair locations.

- \* The mooring bitts on Berths 302-305 are from 60 to 120 feet apart as shown on Figures 1.3A and 1.3B. They are either the old bitts from the pier structure dating back to the 1940's or they are newer bitts installed during the berth construction in the mid-1950's.

The bitts themselves, with the exception of the one located on Bent 90, have surficial rust, but no other sign of damage. Bitt anchor bolts, plates and nuts, visible from below the deck, show greater amounts of corrosion and in some cases require replacement. Bitt on Bent 90 has failed and requires replacement.

Problems associated with the bitts are more significant in terms of the decay observed and noted in the timber members on which the bitts are anchored. Bitts anchored on timber members which are in need of replacement are located at Bents 22, 26, 30, 38, 42, 58, 74, 94, 110 and 125.

- \* The crane rails have been constructed so that the outboard rail is approximately five inches higher than the inboard rail. Reasons for the different rail top elevations are unknown, but it is noted that existing rails which were to be matched also had offset profiles. As shown on Figures 1.3A and 1.3B, the rail profiles are erratic from bent to bent showing a general overall upslope of one foot from Bent 1 to 135. In comparing present to past rail

profiles, difference in elevations of 1 to 2 inches at certain locations, are noted.

Horizontal distance between rails is relatively constant, varying within a tenth of a foot along the length of the rails. Total lateral movement of the crane rails, with respect to the baseline as shown on Figures 1.3A and 1.3B, ranges from zero to more than 12 inches.

At three locations, approximately at Bent 40 outboard rail, Bents 67 and 117 inboard rails, the crane rail has failed either in both the web and flanges or in just the top flange.

Also, several rail joints connected with splice bars and bolts have gaps of up to 1 1/2 inches between abutting rail ends. Crane operations cause the rails to move, opening or closing the gaps within the limits of the splice bar holes and bolt diameters. Some splice bar holes may have been worked to the point of failure or, at least, to have diameters larger than designed.

The outboard rail break at Bent 40 occurred at a rail splice resulting in a break roughly six inches from the rail and running through the top flange and web area. Visual inspection of the supporting structure below the break revealed that the rail's supporting steel beam has an expansion joint at Bent 40. Movement of the beam under crane loading, due to the poor condition of the beams supporting wood pile caps and the location of the beam's expansion joint, is the likely cause of this rail break.

\* Measurements of the concrete pile cap over the sheet pile bulkhead, shown on the above referenced figures and Figure 1.3C, indicates that additional outward movement of up to one tenth of a foot since Port survey of November 4, 1976 has occurred. This amount varies along the length of the cap. The cap condition is poor due to the surface impact loads to which it is subjected, but it remains functional.

Of particular interest is the area from Bents 57 to 72 which had been tied back as part of remedial work done in late 1976 to early 1977 to halt additional lateral movement. While some parts of this area have exhibited little to no lateral movement, portions continue to move. Survey of cracks in the pavement landside of the concrete pilecap also confirm that movement is continuing. Judgements as to the effectiveness of the installed system should be reserved to a time when the ground survey data reflects more years of comparable results, allowing more a conclusive interpretation.

\* Surfacing of the area is asphaltic concrete with thickness varying from 2 inches on the wood deck to greater than 12 inches on the area behind the bulkhead. Pier deck asphalt exhibits random fracturing mainly in the short dimensions which detract from the appearance of the pier. Paved area behind the bulkhead

have settled appreciably as shown on Figures 1.3D to 1.3H, 1.3K and 1.3L. At a distance of roughly 20 feet back of the bulkhead, pavement cracks running parallel to the bulkhead have appeared and are typically grouped behind areas of large outward pile cap movement.

#### - Timber Structure

- \* The timber structure supports and ties all the pier surface features together into one system. Because of the inherent flexibility of the wood structure, movement of the abutting upper sheet pile bulkhead causes parallel movement of the deck, bull rail and crane rails.
- \* With only one exception, decayed timber pile caps are located in areas of greater outward movement of concrete pile cap.
- \* Decay was not observed in the treated wood pier deck. However, thirteen deck stringers, all on the lagoon side of the structure, are decayed and in need of replacement or treatment. Many of these stringers are important to proper mooring bitt anchorage.
- \* Of the 135 bents in the structure, 114 of them have pile caps with sections which are in varying stages of decay. This amounts to 285 places where the existing caps should be either treated or replaced. These decayed sections are typically at places where the



wood is undergoing intermittent wetting and drying, e.g., at crane rail locations and adjacent to the bulkhead. Four corbels are in need of replacement.

\* Many locations were noted where proper bearing between cap and pile end or between cap and corbel does not exist. Attempts to reestablish bearing with grout have failed in some cases, as noted by the current fractured condition of grout perimeters.

\* Ten decayed piles were identified. Four appear to be treatable while the remaining six will require replacement. Decayed pile bracing was not found.

\* Eight fire walls are set at roughly 250 feet spacing along the length of the berths. The walls are generally in good condition and offer fire protection down to approximately elevation 6 feet (SISRÝ datum). Fire walls at Bents 52 and 85 are slightly damaged along the bank slope offering holes for fire to travel. Outboard fire wall door at Bent 118 is blocked open by ship service lines.

- Mud line Cross Sections of Berths:

\* As shown on Figures 1.3D through 1.3H, the bank slopes are roughly at a 2 horizontal to 1 vertical slope. The fill material is miscellaneous debris ranging from aggregates to slabs of wasted pavement. As verified by

underwater survey; old wood retaining walls at certain locations break the slope up into terraces and, depending on the water level, may give the appearance of an eroded slope to the land-based observer.

- \* Submerged portions of the slope at bents checked by divers were filled up to the top of the lower submerged sheets and sloped up uniformly from that point (insofar as the diver could tell).

- \* Past studies (Tudor and Dames and Moore, 1965) and the current report by Foundation Sciences, Inc. have indicated that the overall stability of the wharf facility has a marginal factor of safety (1.1) against a deep-seated circular failure with no surcharge behind upper bulkhead. Such a failure surface would typically follow the lines of an arc originating in the zone behind the upper bulkhead, continuing down below the berth piling and exiting through the dredge plane some distance out from the lower bulkhead. See Figure 1.3 for diagram illustrating this "deep-seated failure" concept. Potential for this type of failure is enhanced by the presence of load behind the upper bulkhead and/or any lowering of the dredge plane adjacent to the berths.

#### - Lower Submerged Sheet Pile

- \* The submerged sheet tops are at varying elevations particularly, at the beginning of Berth 302. Here sheet face heights go from 31 feet at Bent 2 to 23 feet at Bent 3 to 6 feet

at Bent 12. Thereafter, sheet faces are roughly in the 6 to 18 feet range. Review of Drawing YA 55-501 indicates that the submerged sheets from Bents 1-3 date from Kaiser cell construction which may account for the significantly different wall heights in this area.

- \* Gaps in the sheet pile wall resulting from differing adjacent sheet tops were plugged and blocked up by the larger-size fill material. Fill appeared stablized behind, i.e., no obvious sifting of fines though blockage or piles of loss material immediately below gap. A previous survey indentified these gaps as missing sheet piles. It is now believed that the sheets are there. Alignment of adjacent existing sheets and probing of bottom gave signs that sheets at "missing" locations were most likely overdriven and tops are at or are below mud line. As noted above, the backfill behind these areas appeared stable.
- \* Measurements at selected bents (10 places) of the sheets horizontal positon with respect to the established baseline, indicated that the distances were within the range of 52 to 56 feet.
- \* During these same measurements, the vertical profiles of the sheets were examined. Only Bents 2 and 3 showed a slight angle from

vertical. Visual examination of all other sheets revealed that they were still in good vertical positions.

- \* Mud line material at the toe of the sheets was described as firm; sand, gravel, rubble, etc. The mud line sloped gradually down away from the toe of the sheet. The fill material behind the sheets was described as being similar to that noted above the waterline on the bank slope.

- Upper Sheet Pile Wall (Bulkhead)

- \* As noted in the above comments on the concrete pile cap, which is cast in place on top of the sheets, the bulkhead wall has apparently moved outward, up to as much as a tenth of a foot since the past survey of November 4, 1976. The actual amount of total movement varies and is reflected on Figures 1.3A, B and C. Cracks in the asphalt pavement behind the bulkhead confirm that movement is continuing.
- \* Ultrasound readings of metal thickness below a prior mud line, as noted by the debris, indicated reductions of up to 50 percent from the original sheet pile thickness.

### DEEP-SEATED FAILURE:

ALL MATERIAL WITHIN ARC  
TENDS TO ROTATE INTO THE LAGOON.  
ANY ONE OR COMBINATION OF THE FOLLOWING  
COULD INITIATE A FAILURE:

- EXCESSIVE DREDGING AT A.
- EXCESSIVE LOADING AT B.
- EXCESSIVE CORROSION OF EITHER  
SHEET PILE BULKHEAD.

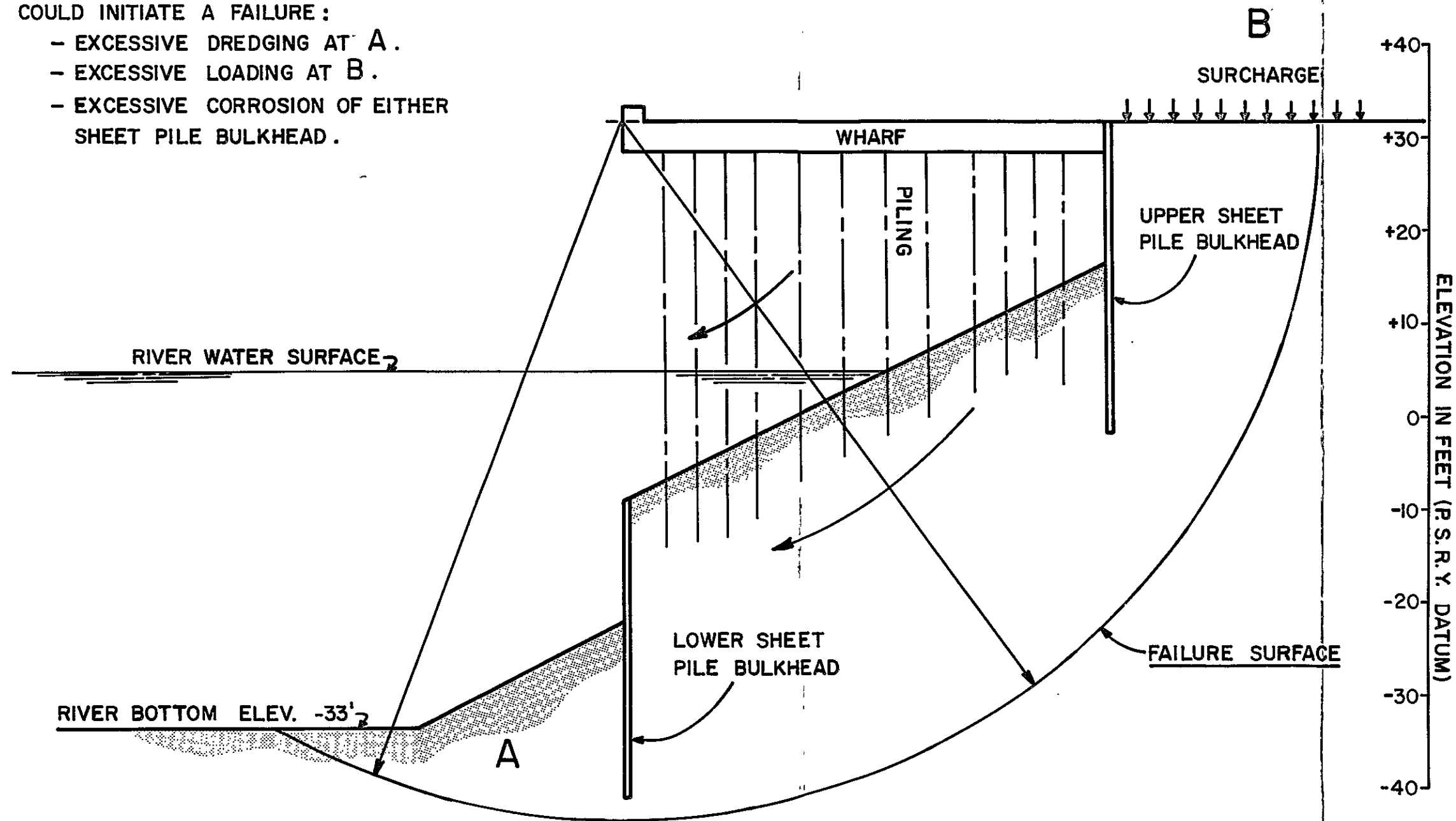
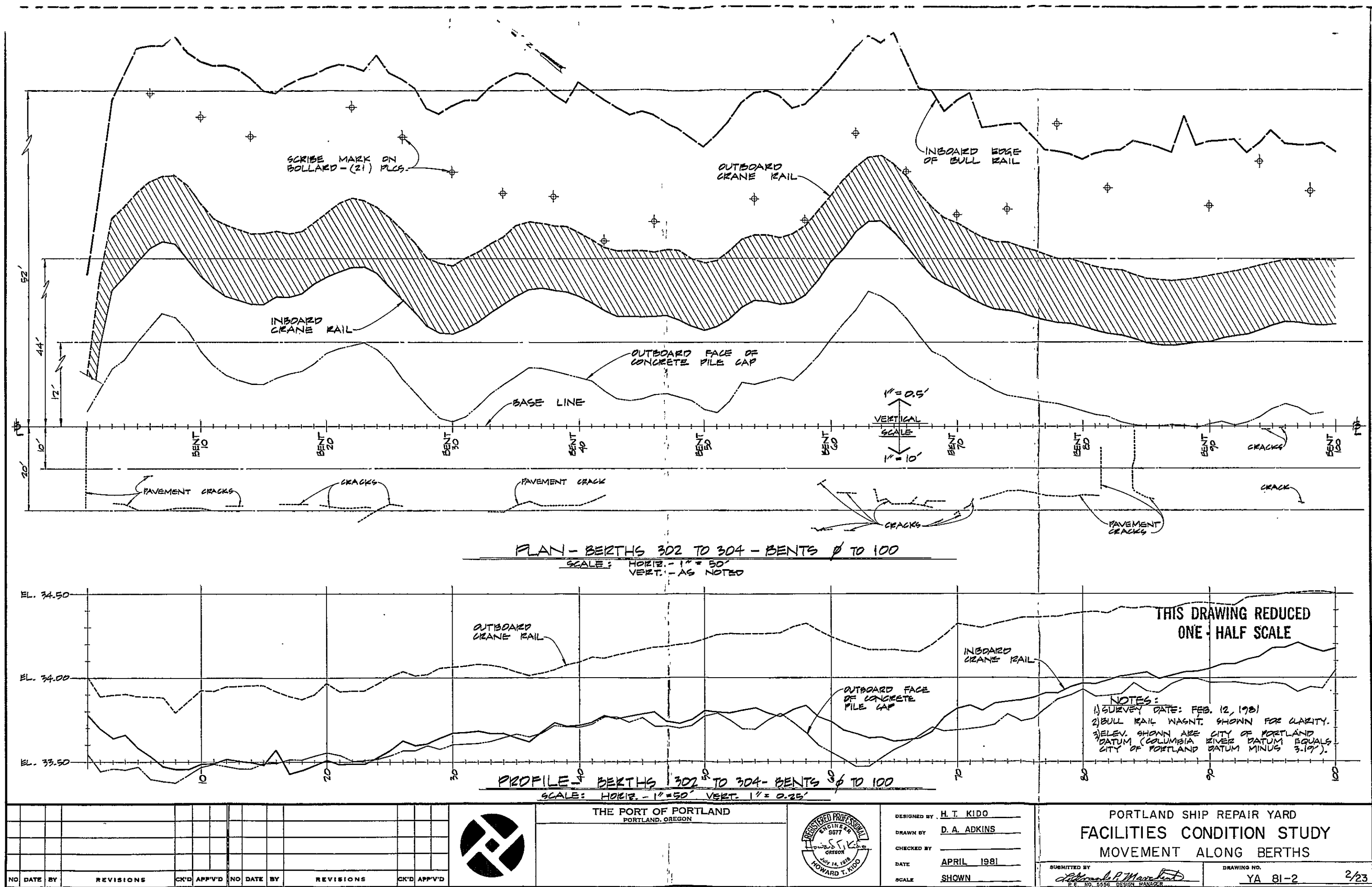
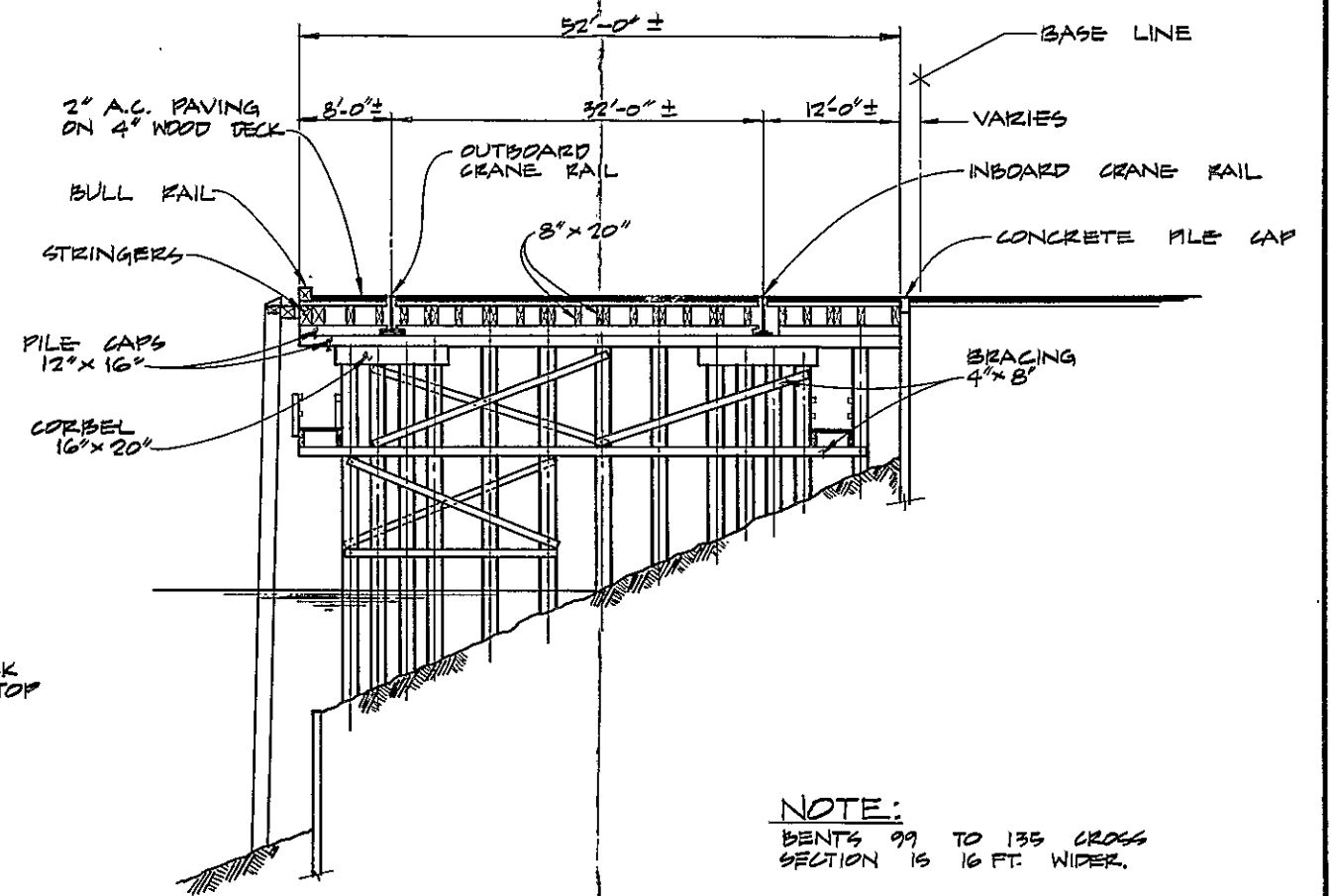
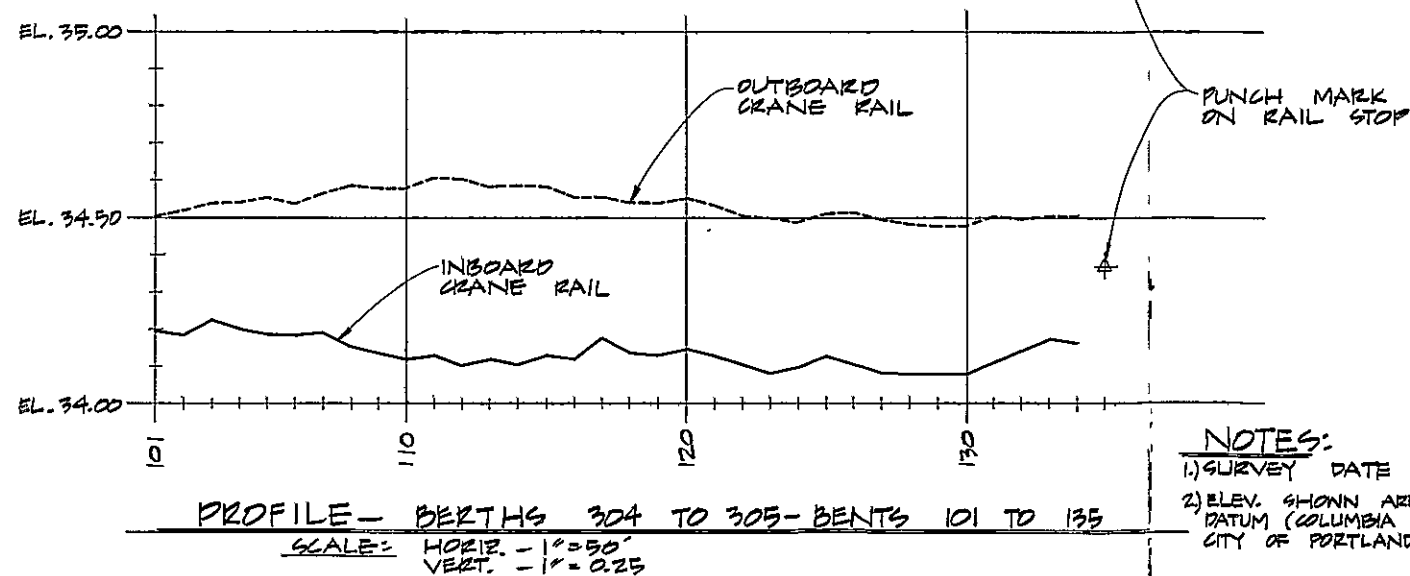
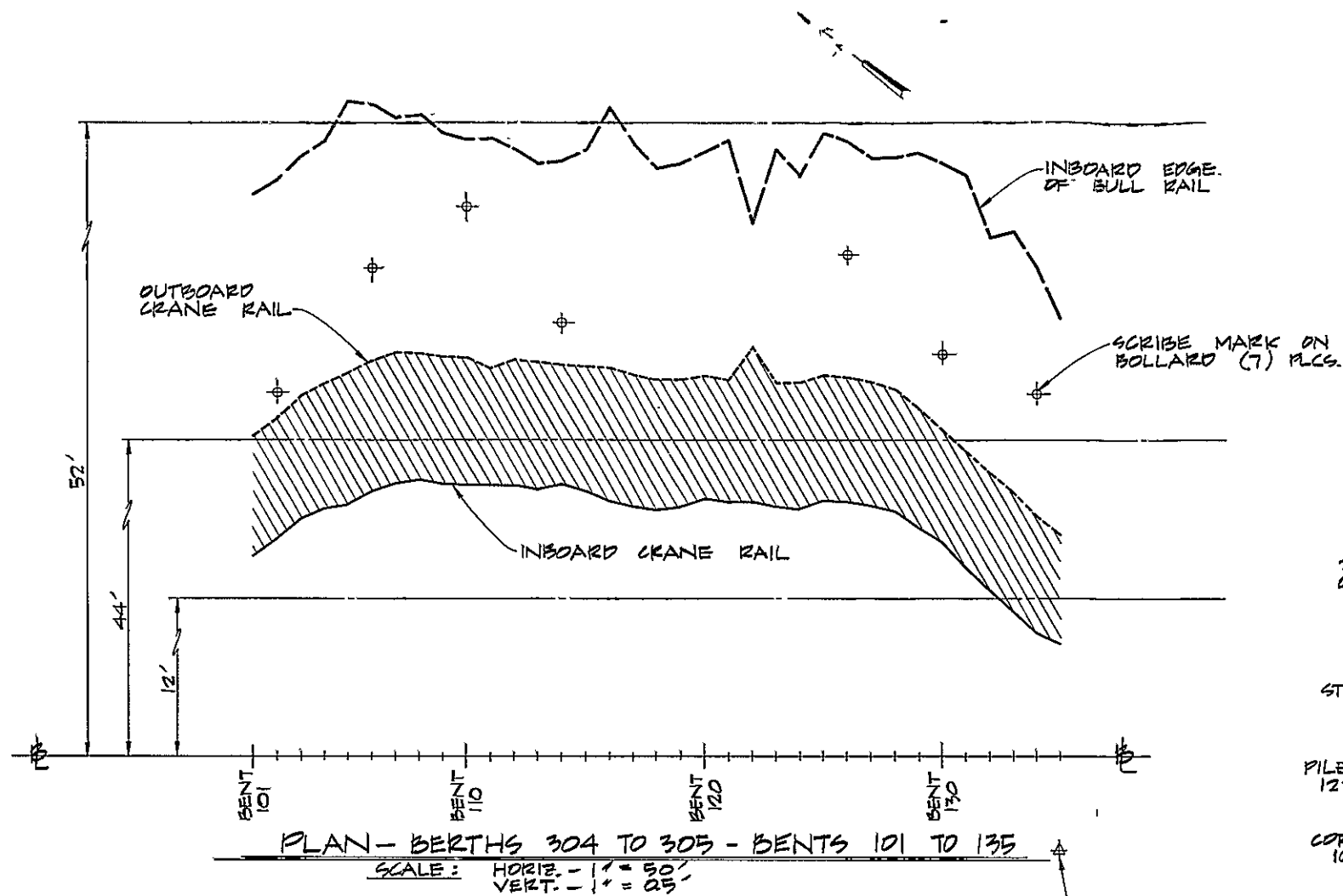


ILLUSTRATION  
" DEEP-SEATED FAILURE "  
FIG. 1.3





NOTE:  
 BENTS 99 TO 135 CROSS  
 SECTION IS 16 FT. WIDER.

NOTES:  
 1) SURVEY DATE: FEB. 12, 1981  
 2) ELEV. SHOWN ARE CITY OF PORTLAND  
 DATUM (COLUMBIA RIVER DATUM EQUALS  
 CITY OF PORTLAND DATUM MINUS 3.19').

THIS DRAWING REDUCED  
 ONE - HALF SCALE

NO	DATE	BY	REVISIONS	CK'D	APP'D	NO	DATE	BY	REVISIONS	CK'D	APP'D



THE PORT OF PORTLAND  
 PORTLAND, OREGON



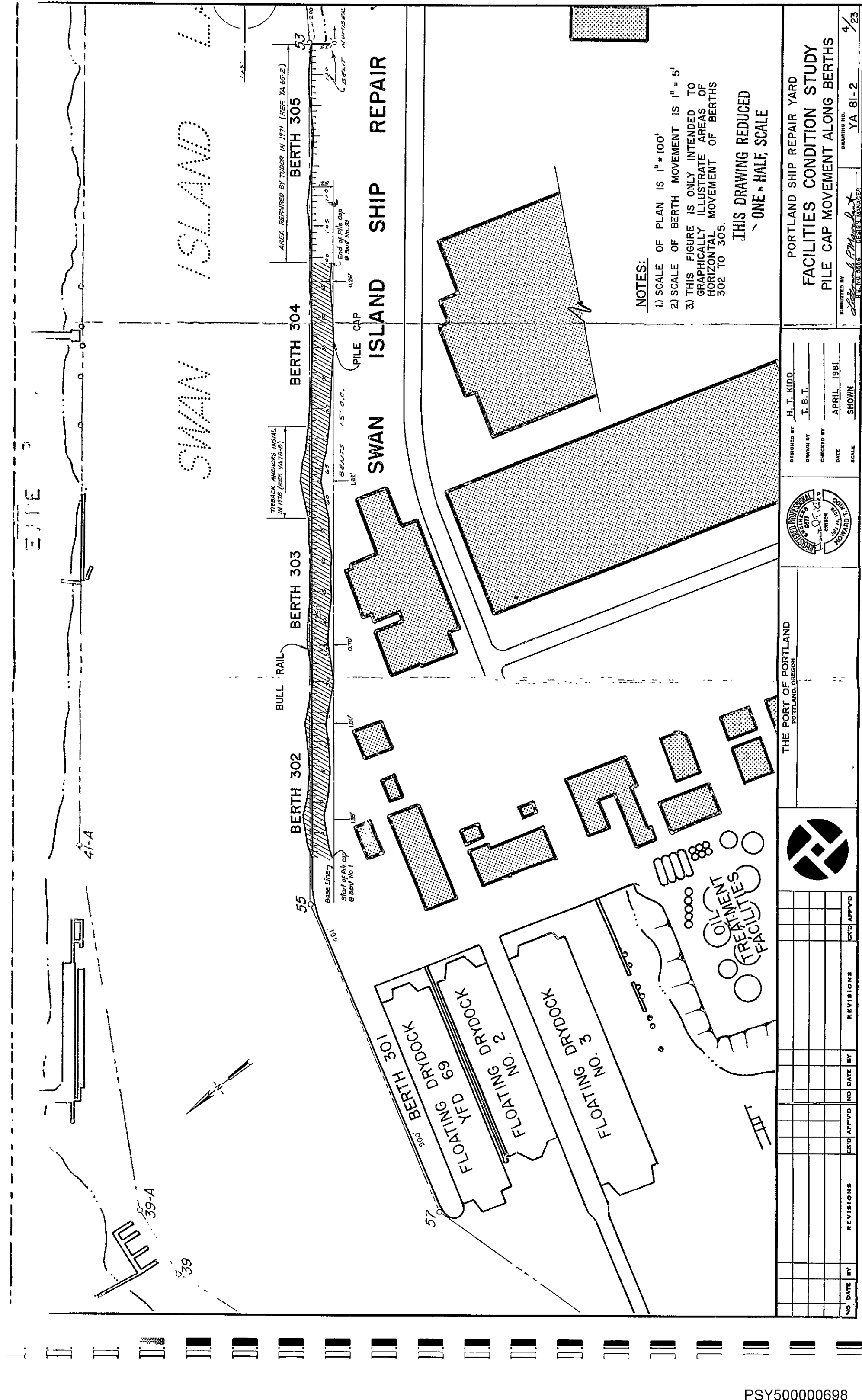
DESIGNED BY: H.T. KIDO  
 DRAWN BY: D.A. ADKINS  
 CHECKED BY:   
 DATE: APRIL 1981  
 SCALE: SHOWN

PORTLAND SHIP REPAIR YARD  
 FACILITIES CONDITION STUDY  
 MOVEMENT ALONG BERTHS

SUBMITTED BY: *Edward P. Marshall*  
 PE NO 5356 DESIGN MANAGER

DRAWING NO. YA 81-2 3/23

FIGURE 1.3B



DESIGNED BY H. T. KIDO				DRAWN BY T. B. T.				CHECKED BY APRIL 1981				DATE APRIL 1981				SCALE SHOWN							
THE PORT OF PORTLAND PORTLAND, OREGON								PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY PILE CAP MOVEMENT ALONG BERTHS				SUBMITTED BY DESIGN MANAGER REF. NO. 3555				DRAWING NO. YA 81-2				4/23			
NO DATE BY		REVISIONS		CK'D APP'D		NO DATE BY		REVISIONS		CK'D APP'D		NO DATE BY		REVISIONS		CK'D APP'D							

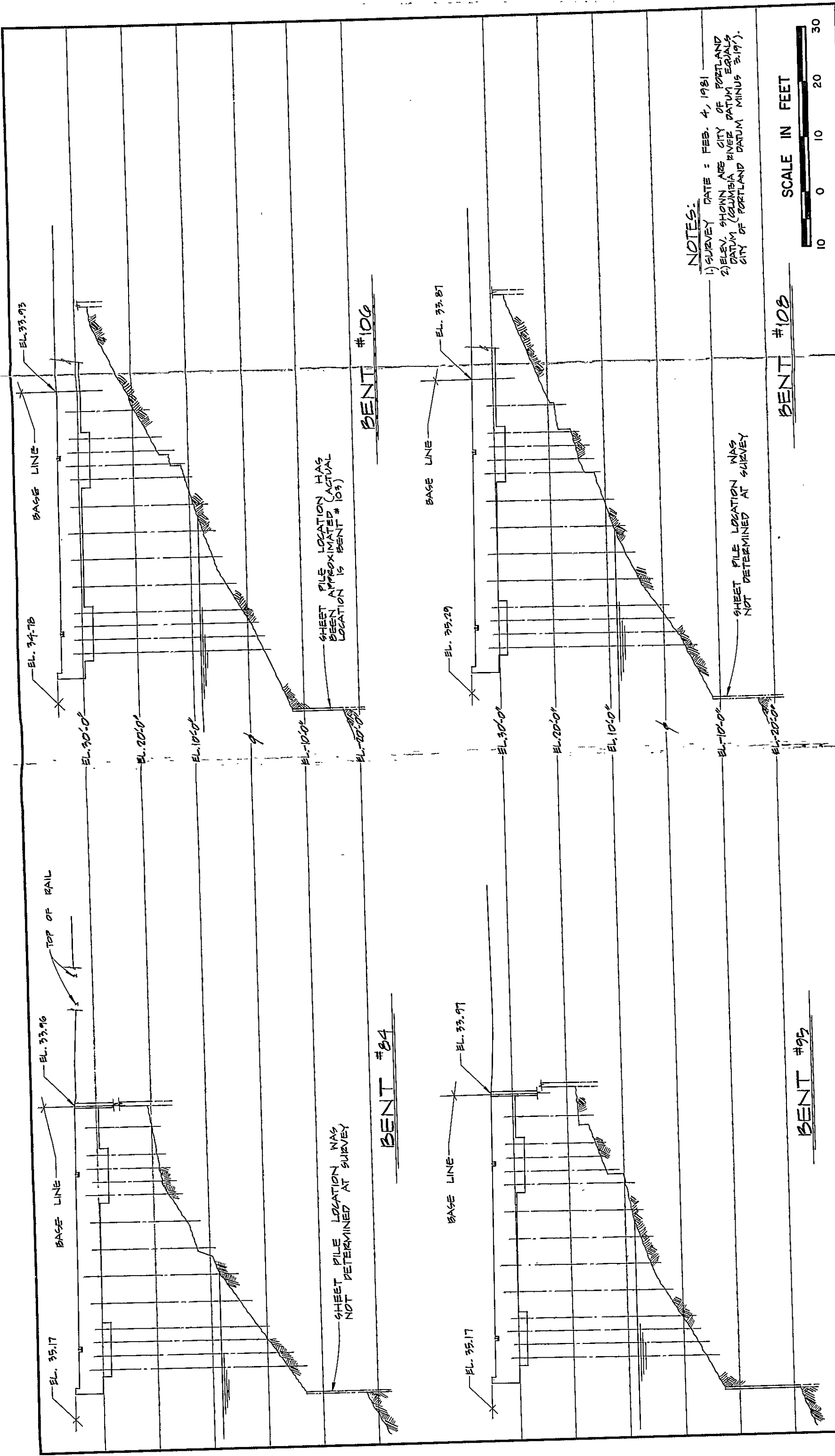
FIGURE 1.3C











NO		DATE		BY		REVISIONS		CK'D		APP'D		NO		DATE		BY		REVISIONS		CK'D		APP'D	

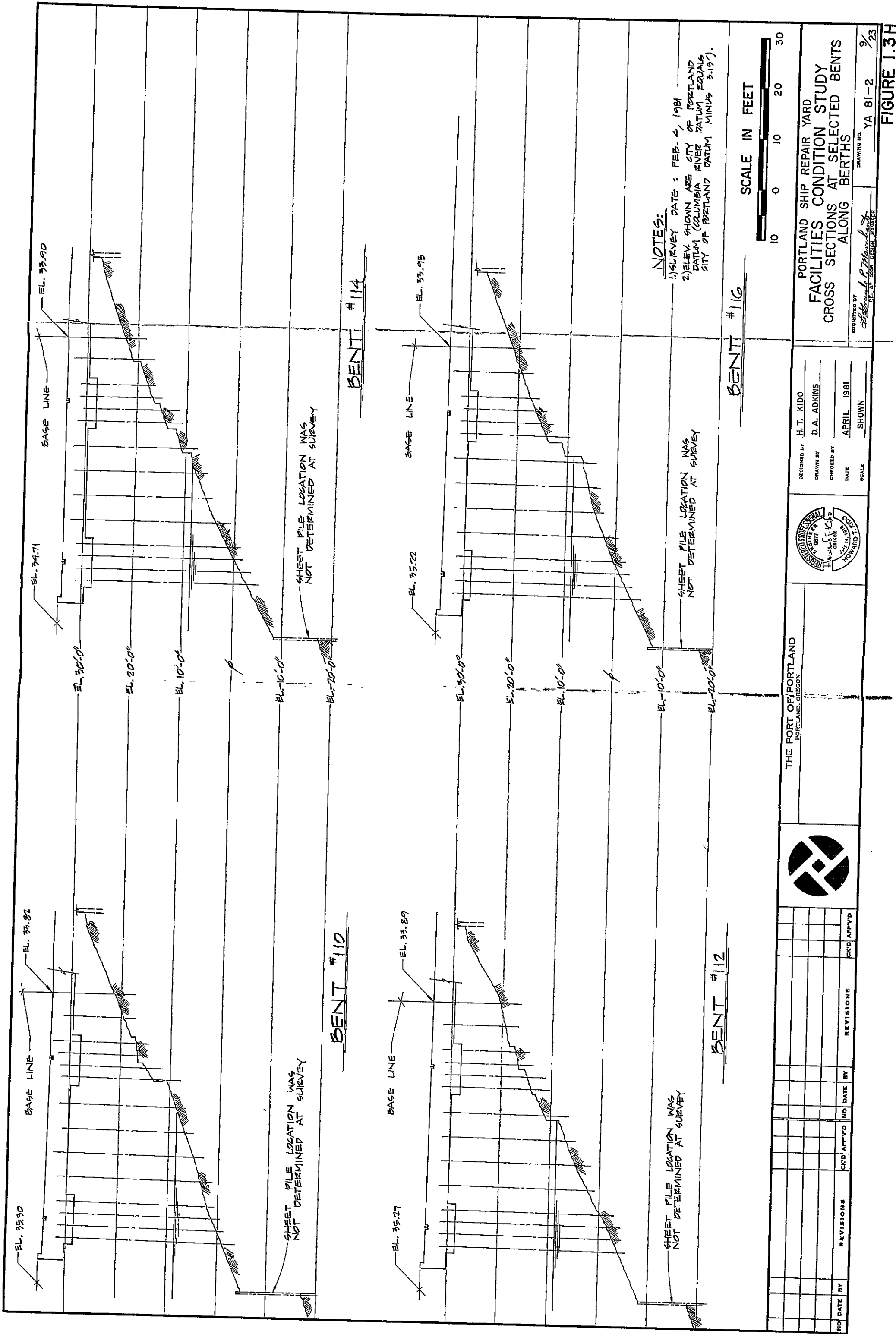
THE PORT OF PORTLAND  
PORTLAND, OREGON

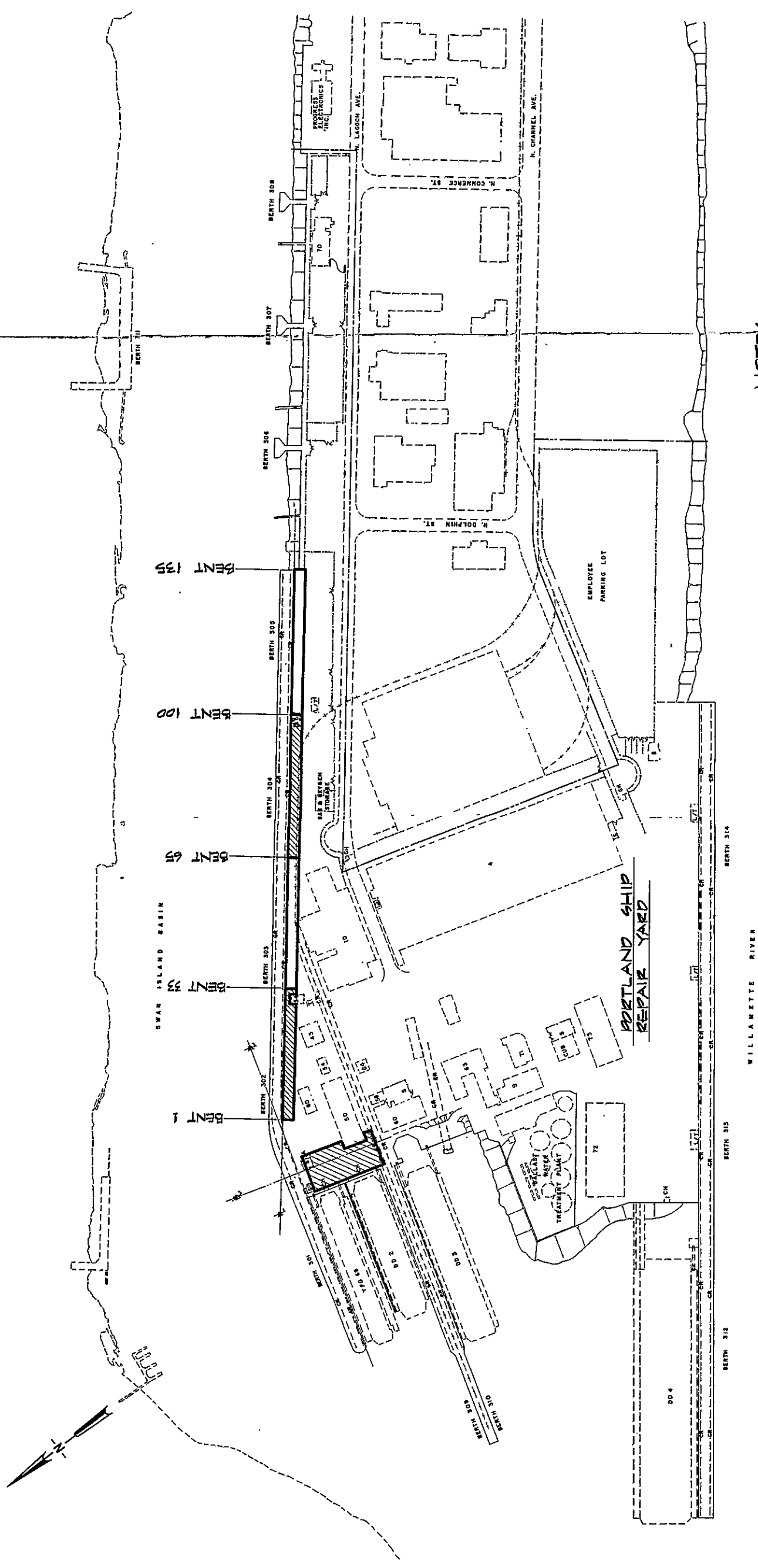
DESIGNED BY: H. T. KIDO  
DRAWN BY: D. A. ADKINS  
CHECKED BY:   
DATE: APRIL 1981  
SCALE: SHOWN

PORTLAND SHIP REPAIR YARD  
FACILITIES CONDITION STUDY  
CROSS SECTIONS AT SELECTED BENTS  
ALONG BERTHS

SUBMITTED BY:   
DESIGN MANAGER  
DRAWING NO. YA 81-2  
8/23

FIGURE 1.3 G





NOTES:

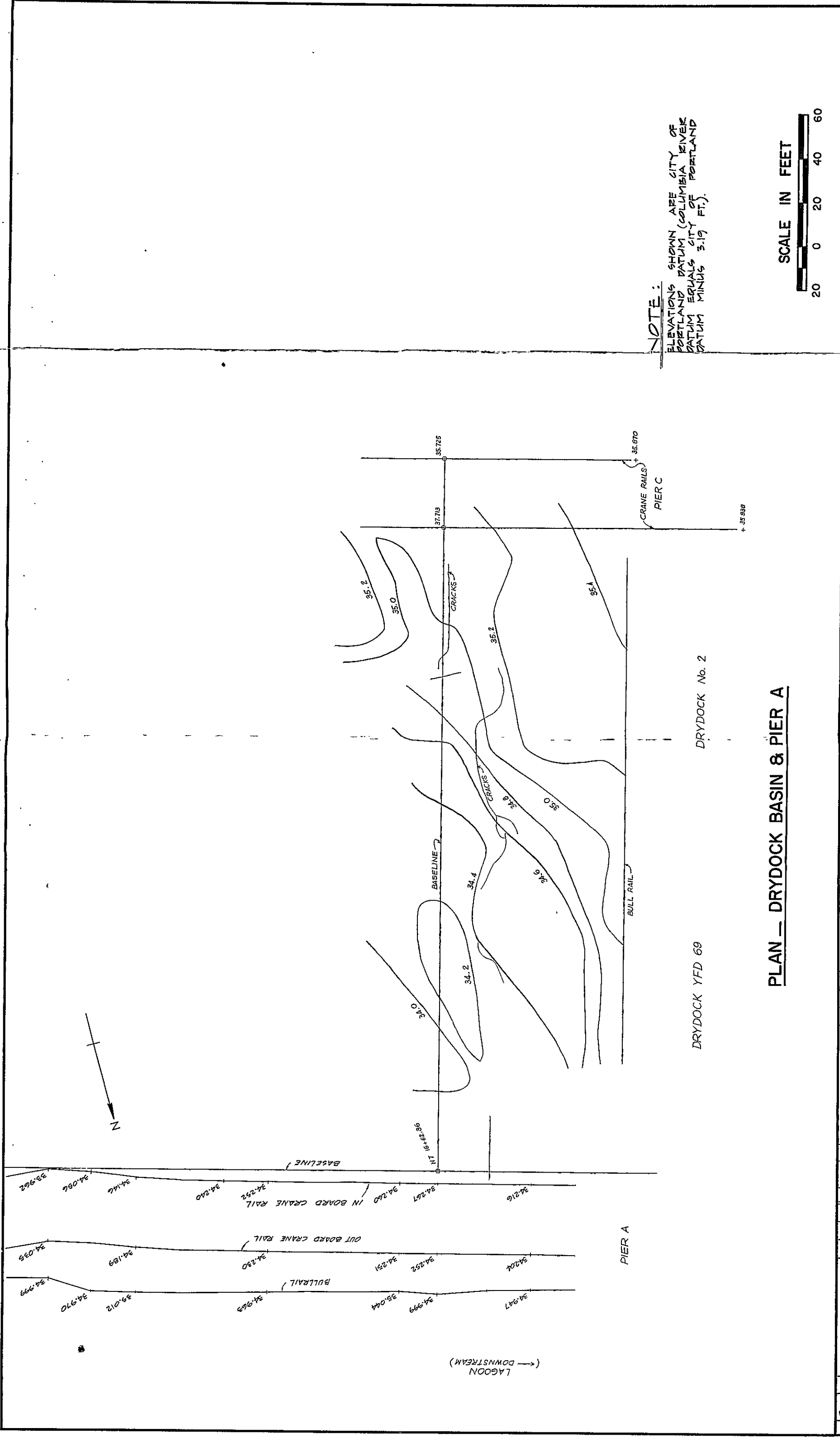
- 1) IDENTIFIES TOPOGRAPHIC DETAILS TO BE FOUND ON THE FOLLOWING SHEETS.
- 2) SHIPYARD BUILDINGS ARE IDENTIFIED BY NUMBERS. SEE NARRATIVE FOR DETAILS ON EACH

SCALE IN FEET

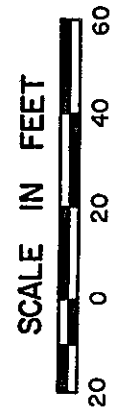


THE PORT OF PORTLAND PORTLAND, OREGON						PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY TOPOGRAPHY & BUILDING KEY			
DESIGNED BY H. T. KIDO	DRAWN BY D. A. ADKINS		CHECKED BY T. J. KIDWELL		DATE APRIL 1981		SCALE SHOWN		
				SUBMITTED BY <i>Howard P. Marshall</i>				DRAWING NO. YA 81-2	
								1983	
NO DATE BY	REVISIONS	CK'D APP'VD	NO DATE BY	REVISIONS	CK'D APP'VD				

FIGURE 1.3

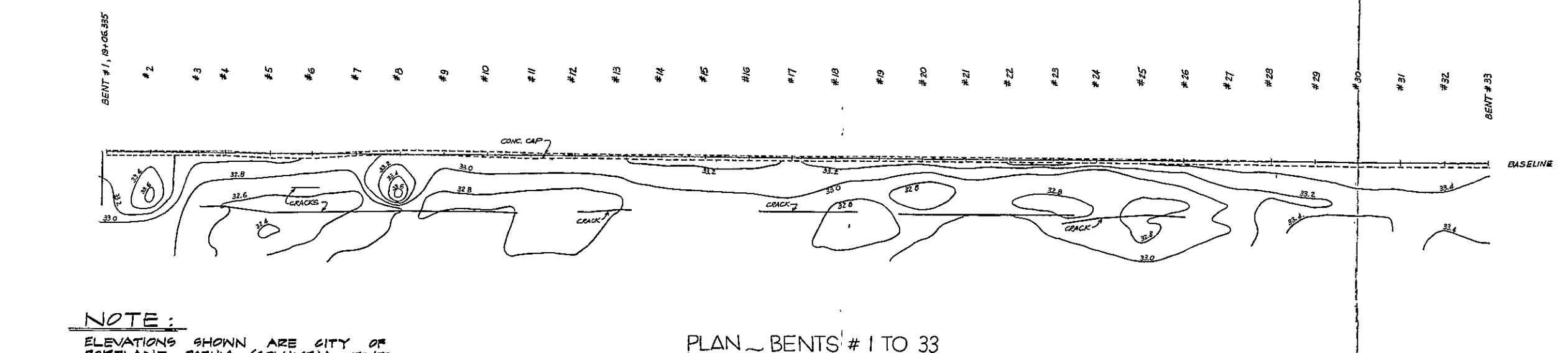


NOTE:  
ELEVATIONS SHOWN ARE CITY OF  
PORTLAND DATUM (COLUMBIA RIVER  
DATUM EQUALS CITY OF PORTLAND  
DATUM MINUS 3.19 FT.).



PLAN — DRYDOCK BASIN & PIER A

THE PORT OF PORTLAND PORTLAND, OREGON																				PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY TOPOGRAPHY ALONG QUAY WALL																																							
DESIGNED BY H. T. KIDO										DRAWN BY T. B. T.										CHECKED BY APRIL 1981										SUBMITTED BY J. P. Mendenhall DESIGN MANAGER																													
DATE APRIL 1981										SCALE SHOWN										DRAWING NO. YA 81-2										1/23																													
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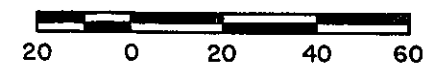


NOTE :

ELEVATIONS SHOWN ARE CITY OF  
PORTLAND DATUM (COLUMBIA RIVER  
DATUM EQUALS CITY OF PORTLAND  
DATUM MINUS 3.19 FT.).

PLAN ~ BENTS # 1 TO 33

SCALE IN FEET

[illegible]

**THE PORT OF PORTLAND**  
**PORTLAND, OREGON**



DESIGNED BY H. T. KIDO  
DRAWN BY T. B. T.  
CHECKED BY \_\_\_\_\_  
DATE APRIL 1981  
SCALE SHOWN

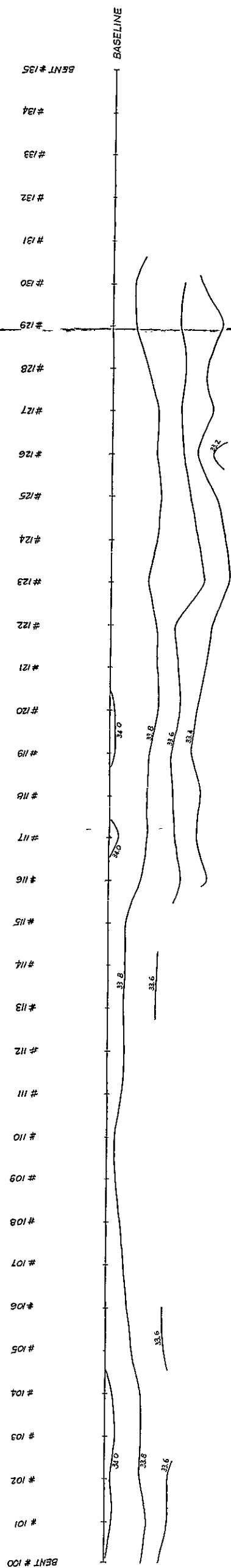
# PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY TOPOGRAPHY SOUTH OF BERTH

SUBMITTED BY  
*LeGrande P. Marchant*  
PE. NO. 5556 DESIGN MANAGER

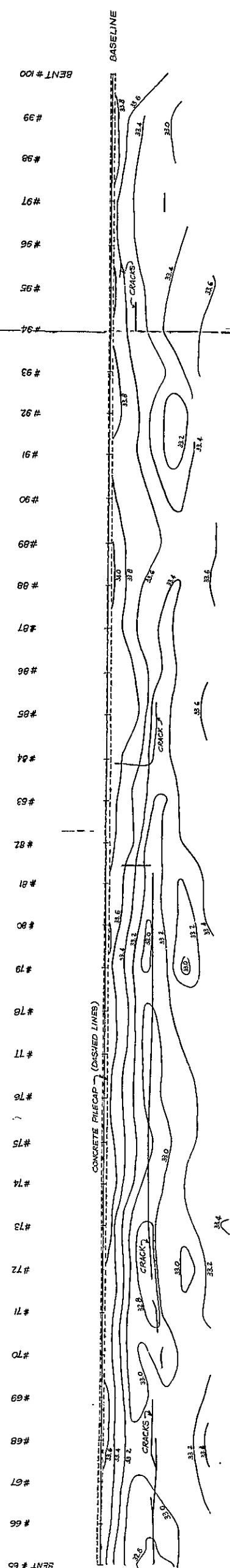
DRAWING NO. YA 81-2 12/23

**FIGURE 1.3 K**





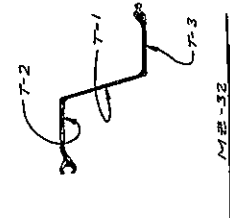
PLAN ~ BENTS #100 TO 135



PLAN ~ BENTS # 65 TO 100

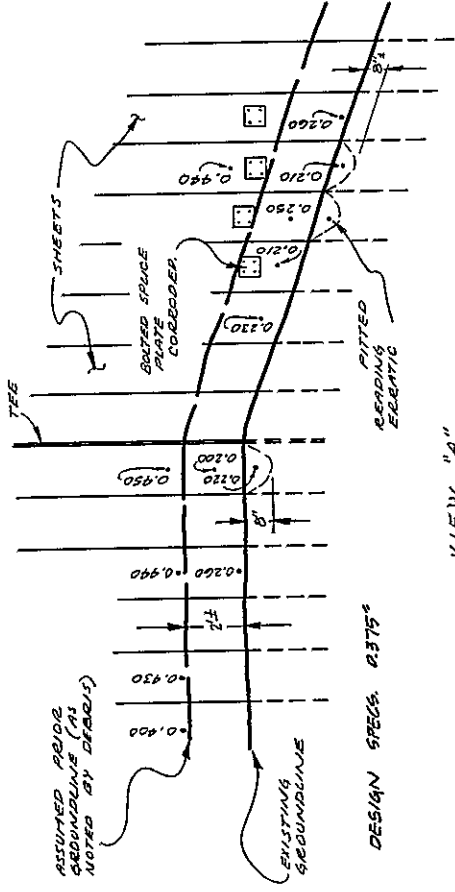
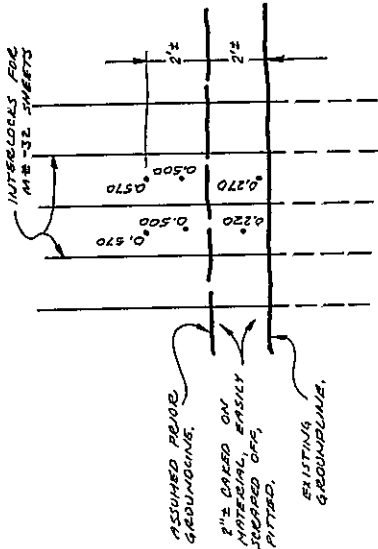
NOTE:  
ELEVATIONS SHOWN ARE CITY OF  
PORTLAND DATUM (COLUMBIA RIVER  
DATUM EQUALS CITY OF PORTLAND  
DATUM MINUS 3.19 FT.).

[illegible]



LOCATION	DISTANCE BELOW BOTTOM OF CONCRETE CAP (FEET)	MEASURED THICKNESS (INCHES)		
		T1	T2	T3
Midway, Bents 304	12	0.365	0.560	0.520
Midway, Bents 17&18	10	0.360	0.500	0.475
Bent 29	11	0.380	0.500	0.520
NZ-32	DESIGN SPECIFICATIONS	0.375	0.500	0.500

ADDITIONAL TESTS

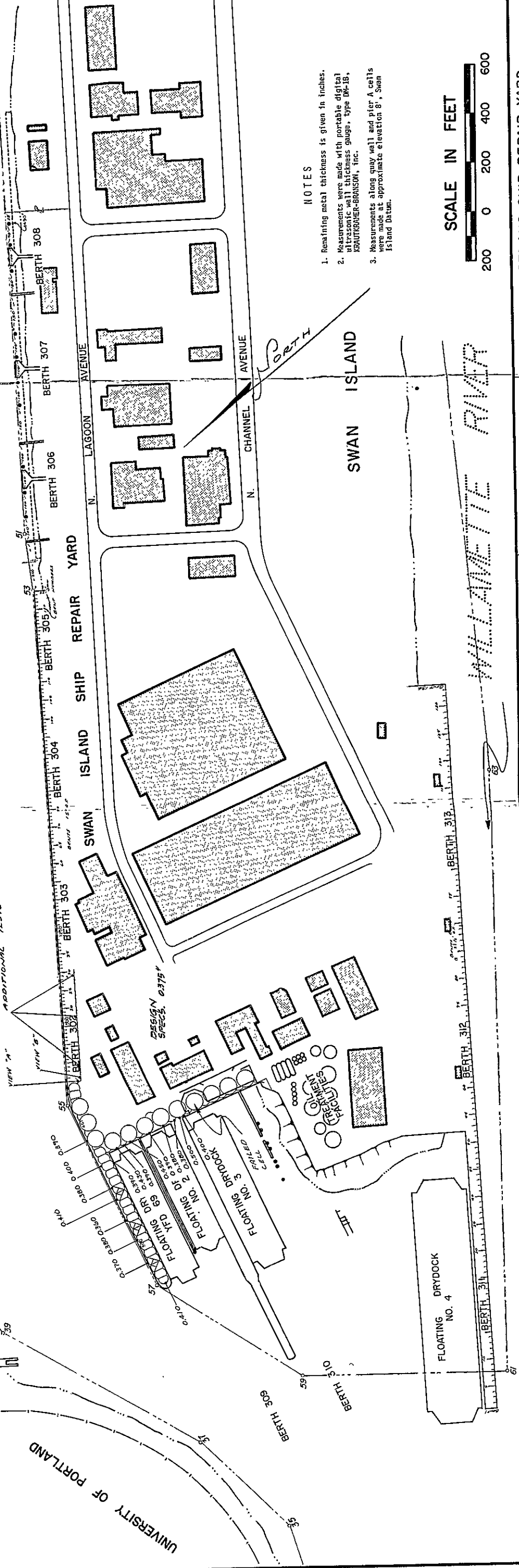


VIEW "B" @ BENT 1  
N.T.S.

VIEW "A"  
N.T.S.

SWAN ISLAND LAGOON

SWAN ISLAND SHIP REPAIR YARD



- NOTES
1. Remaining metal thickness is given in inches.
  2. Measurements were made with portable digital thickness gauge, type DM-18, KALUTROMER-BRANDSON, Inc.
  3. Measurements along quay wall and pier A cells were made at approximate elevation 8', Swan Island Datum.

SCALE IN FEET



DESIGNED BY H.T. KIDO  
DRAWN BY D.V. MARLOW  
CHECKED BY  
DATE APRIL 1981  
SCALE SHOWN

THE PORT OF PORTLAND  
PORTLAND, OREGON



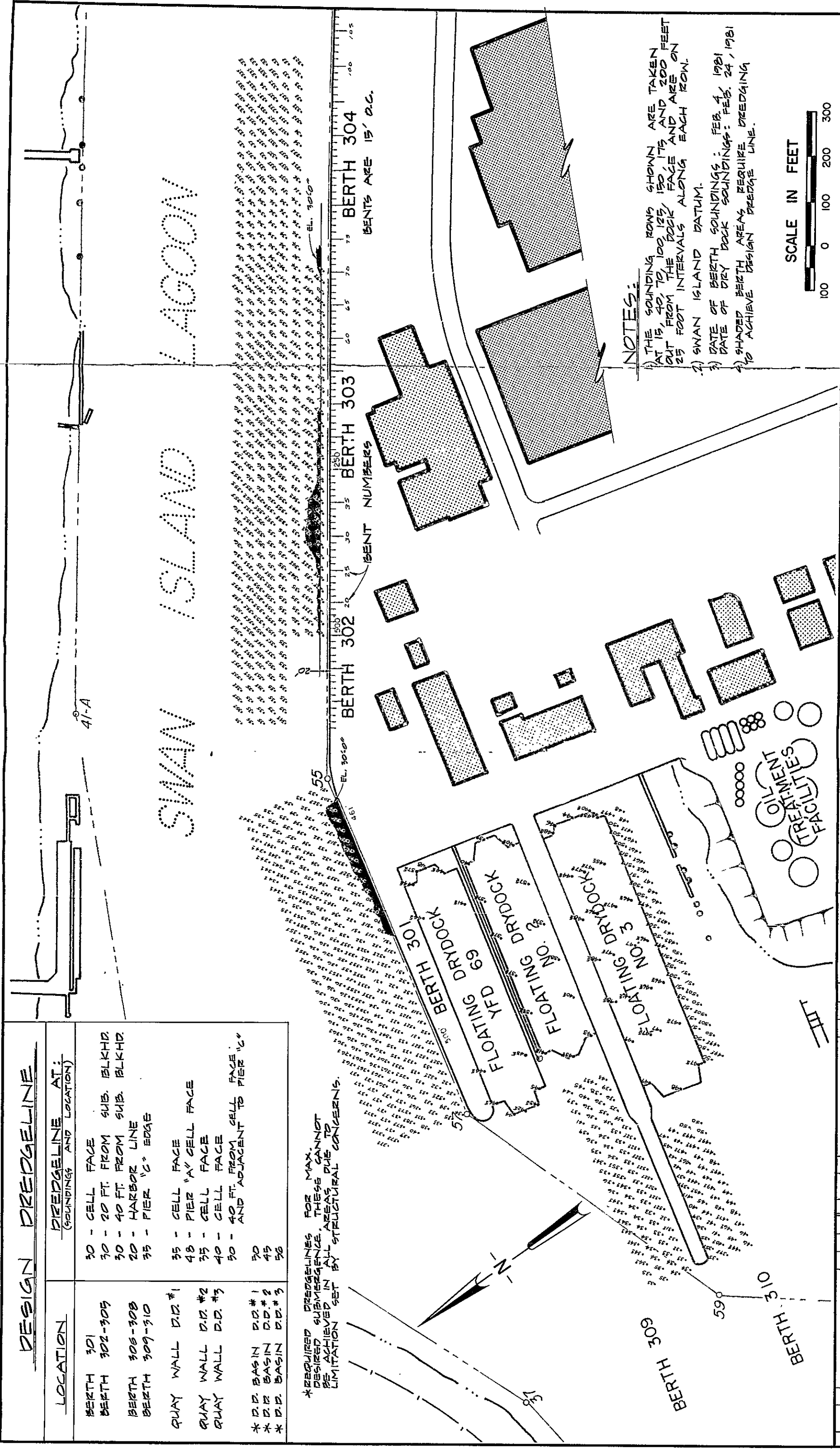
PORTLAND SHIP REPAIR YARD

FACILITIES CONDITION STUDY

METAL THICKNESS READINGS FEB. 20 & 25, 1981

SUBMITTED BY  
DESIGNED BY  
RE NO. 5358  
DRAWING NO. YA 81-2  
17/23

FIGURE 1.3M





NO DATE BY		REVISIONS		CKD APPVD		NO DATE BY		REVISIONS		CKD APPVD											
<div><div>THE PORT OF PORTLAND PORTLAND, OREGON</div></div>												<div>DESIGNED BY H. T. KIDO</div> <div>DRAWN BY D. A. ADKINS</div> <div>CHECKED BY APRIL 1981</div> <div>DATE APRIL 1981</div> <div>SCALE SHOWN</div>		<div></div>		PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY HYDROGRAPHIC SURVEY		SUBMITTED BY Edward P. Markey RE. NO. 2555 DESIGN NO.		DRAWING NO. YA 81-2 1423	

FIGURE 1.3N

B. RECOMMENDATIONS

1. Priority

- To identify the amount of future movements, and to verify success of past remedial work and mechanism, for stabilizing movement, the following monitoring work is recommended as part of a preventative maintenance program:

- \* Upon the framework of the baseline and points established by this study, continue to monitor the movement of rails and pile cap on an annual basis until such time when sufficient data is available to change monitoring frequency or make a recommendation to modify the facility. Expenses would be in the survey time required.

Estimated Annual Cost \$ 5,000

- \* Perform underwater inspection of the submerged sheet piles on an annual basis. Pay close attention to areas where overdriven sheets are located and those sheets which have high face heights.

Estimated Annual Cost \$ 3,000

- \* Continue to monitor metal thickness in those areas identified as having measurable losses of metal on at least a yearly basis. Further, obtain readings along the entire length of the wall at every other bent concentrating on the

area around the mud line. Minimum allowable metal thickness data developed by Foundations Sciences, Inc., and found in their report, will provide guidance as to when allowable levels of stress in the steel are exceeded for certain combinations of corrosion and sheet pile height. As the Port currently owns an ultrasound meter used to obtain metal thickness, cost for this program would be minimal. One man could obtain all readings within a half day or less.

Consideration should be given to renting or purchasing a meter which could be used in conjunction with the underwater survey to measure metal thickness of the submerged sheet piling.

Exact reasons for the observed loss of metal is unknown. Though it is obvious that its related to the presence of mud and other debris in contact with the sheet piling. After additional data is gathered along the entire length of the bulkhead, it may be possible to identify specific reasons for the problem as well as the extent of the problem areas. At that time a more definite recommendation for retarding the metal loss (e.g., a suitable corrosion protection system) would be made. Additionally, a prediction of the life of the structure, from the standpoint of sheetpile integrity and on a rate of metal loss computed from the collected data, can be made.

- A marginal factor of safety against a deep-seated circular failure has been identified by Foundation Sciences, Inc., et al. To reduce the risk of this type of failure, it is recommended that the live load (surcharge) behind the upper bulkhead be kept to a minimum for a horizontal distance of at least 30 feet landward of the concrete pile cap. This can be effectively accomplished by using this area for a roadway and/or a temporary light storage zone. Further, it is recommended that dredging be limited to elevation -30 (SISRY Datum) at 20 feet from the lower bulkhead and to -33 feet at 40 feet from the lower bulkhead.

See consideration for providing instrumentation to detect this type of failure noted at end of this section, Item B.2, and in report by Foundation Sciences, Inc., Sheets 9 and 10.

- It is recommended that a program be undertaken to repair the timber members in the pier which have been identified as decayed. Repair work would consist of either chemical treatment, to retard or stop fungi-causing decay, or replacement of member.

\* Chemical treatment methods would be practical on those members which are not critical structurally, that exhibit some degree of soundness, and are accessible to treatment. By this criteria, it is estimated that 1,000 lineal feet of timber is treatable.

Estimated Cost \$ 25,000

\* Replacement of decayed members is required at several key structural locations:

\*\* Four corbels.

\*\* Six piling supporting corbels.

\*\* Eighty-three sections of pile caps under crane support beam which have not been repaired.

\*\* Thirteen stringer sections and caps to which mooring bitts are fastened.

Scheduling and design of replacement work must take into account the mechanisms for bulkhead movement. Avoid major structural modifications during times of river elevation 13 to 17 feet (SISRY datum). Refer to Foundation Sciences, Inc. report in the separate Appendix. Detail any replacement work to caps to provide adequate shims against lateral movement. This would continue to provide the bulkhead wall with a small measure of continuous lateral resistance even at places where the timber cap has been cut.

Estimated Cost    \$250,000

- Along with the work to repair timber members, it is recommended that close inspection of the mooring bitts' anchoring hardware (i.e., bolts, plates and nuts) be made to assess their integrity and replace as necessary. Replace failed bitt on Bent 90.

Estimated Cost    \$ 2,000

- In conjunction with the re-alignment and re-leveling of the rails at the curve on Pier A, it is recommended that the rail improvement work be implemented from Bents 1 to 30. Design for this work should include any modifications needed to solve the broken rail problems.

Estimated Cost \$100,000

- Any work on the rails to improve alignment should be coordinated with the crane electrical pickup work, recommended in Division 7, along with the previously recommended replacement of failed timber cap sections.
- During the work to implement recommendation found in Paragraph B of Section 3.2 (Division 3) regarding the repair and modifications to the storm drain system, it is recommended that the backfill be a good quality granular material.

## 2. Considerations

- Repair minor damages on fire walls at Bents 52 and 85. Keep all fire doors closed.
- Implement monitoring program to detect deep-seated movements using inclinometers. Refer to report by Foundation Sciences, Inc., for further details.



#### 1.4 BERTHS 306 to 308

##### A. CONDITION

###### 1. Description

The present Berths 306-308 are individual tee shaped piers each providing 72 feet of water frontage at the top of the tee. They have reinforced concrete decks which are supported on wood piling. In between berths are three 100 feet long catwalks. They consist of a wooden plank deck on wood piles.

###### 2. History

- |        |   |
|--------|---|
| 1940's | Original pile supported pier constructed of wood. This pier was removed with the remaining wood retaining walls used to stabilize the bank slope. |
| 1961   | Rehabilitation of the berths as shown on Drawing YA 61-14.  |
| 1967   | Original rehabilitated berths were demolished as shown on Drawing YA 67-5.  |
| 1971   | Present tee shaped piers were constructed per design by Swan, Wooster Engineering, Drawing YA 68-501.   |

###### 3. Tests/Inspections

- Hydographic survey data to verify water depths adjacent to the piers were obtained by Port personnel utilizing a recording fathometer. Results of the survey are shown on Figure 1.4A.

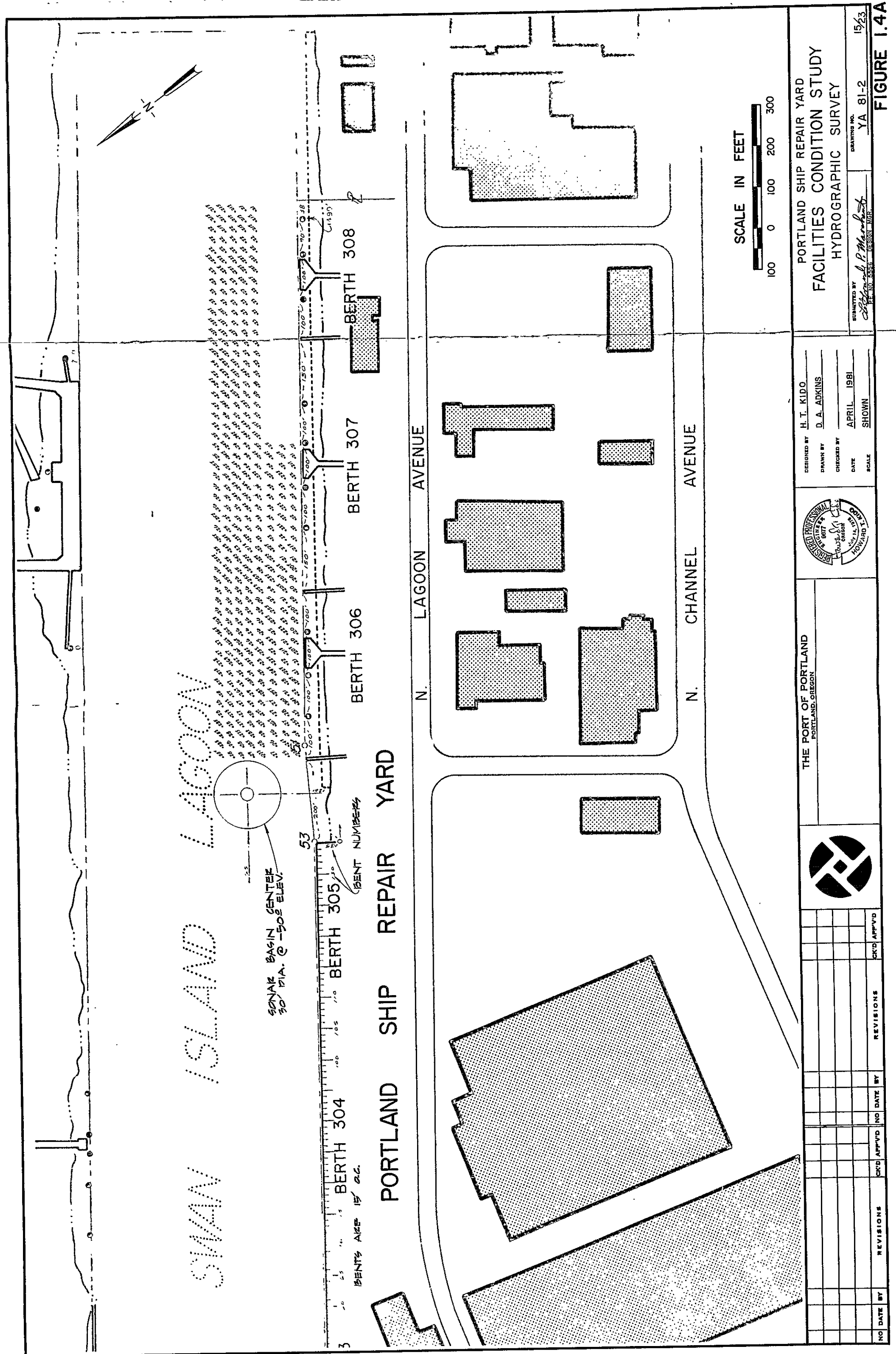
- Interviews with Port and ship repair contractor personnel, site inspections, and this report were conducted and prepared by Howard Kido, Port engineer.

#### 4. Present Condition

- Existing bank slopes are approximately 1 1/2 horizontal to 1 vertical and appear stable with the exception of some local sloughing. Asphalt pavement and curbing immediately at top of slope is undermined or missing at various locations, particularly in the vicinity of catwalk between Berths 305 and 306.
- Catwalk decks show some signs of aging, i.e. warped, loose deck planks. Land-side footing of catwalks between Berths 305 and 306 is undermined.
- Tee berths structures are in good condition.

#### B. CONSIDERATIONS

- Consideration should be given to restoring the bearing and adjacent fill for land-side footing of catwalk between Berths 305 and 306.
- Note recommendation for additional sounding in Paragraph B of Section 1.2.



## DIVISION 2 - HYDRO SOUNDING

2.1 Berth 301 (Pier A) 2-1

Figure 2.1A

2.2 Berths 302 to 305 2-3

2.3 Berths 306 to 308 2-6

Figure 2.3A

2.4 Dry Dock Basins 2-8

2.5 Lagoon 2-12

Figure 2.5A

## DIVISION 2 - HYDRO SOUNDING

### 2.1 BERTH 301 (Pier A)

#### A. CONDITION

##### 1. Description

The design dredge line for Berth 301, as shown on Drawing YA 44-2, Kaiser Company, is - 30 feet (SISRY datum).

##### 2. Tests/Inspections

Current mud line readings were obtained by Port personnel with a fathometer on February 4, 1981. Soundings were taken in rows parallel to the berth face at intervals of 15, 40, 70, 100, 125, 150, 175 and 200 feet. This information is presented in Figure 2.1A. Additional soundings and sampling were completed on March 26, 1981 in a specific area of concern. This information is in the separate Appendix under Division 2.

Hydrographic surveys of February and March 1980, and May 1979 are recorded on Drawing YA 80-9 and WR 79-3, respectively.

##### 3. Present Condition

As indicated by soundings, the existing mud line in the 15-foot sounding row (closest readings to cell face) is, for the most part, either -31 or -32 feet (SISRY datum). However, there is an area just west of the curve to Berth 301 where the mud line ranges from -25 feet to -30 feet. These higher elevations represent a distinct departure from prior sounding information

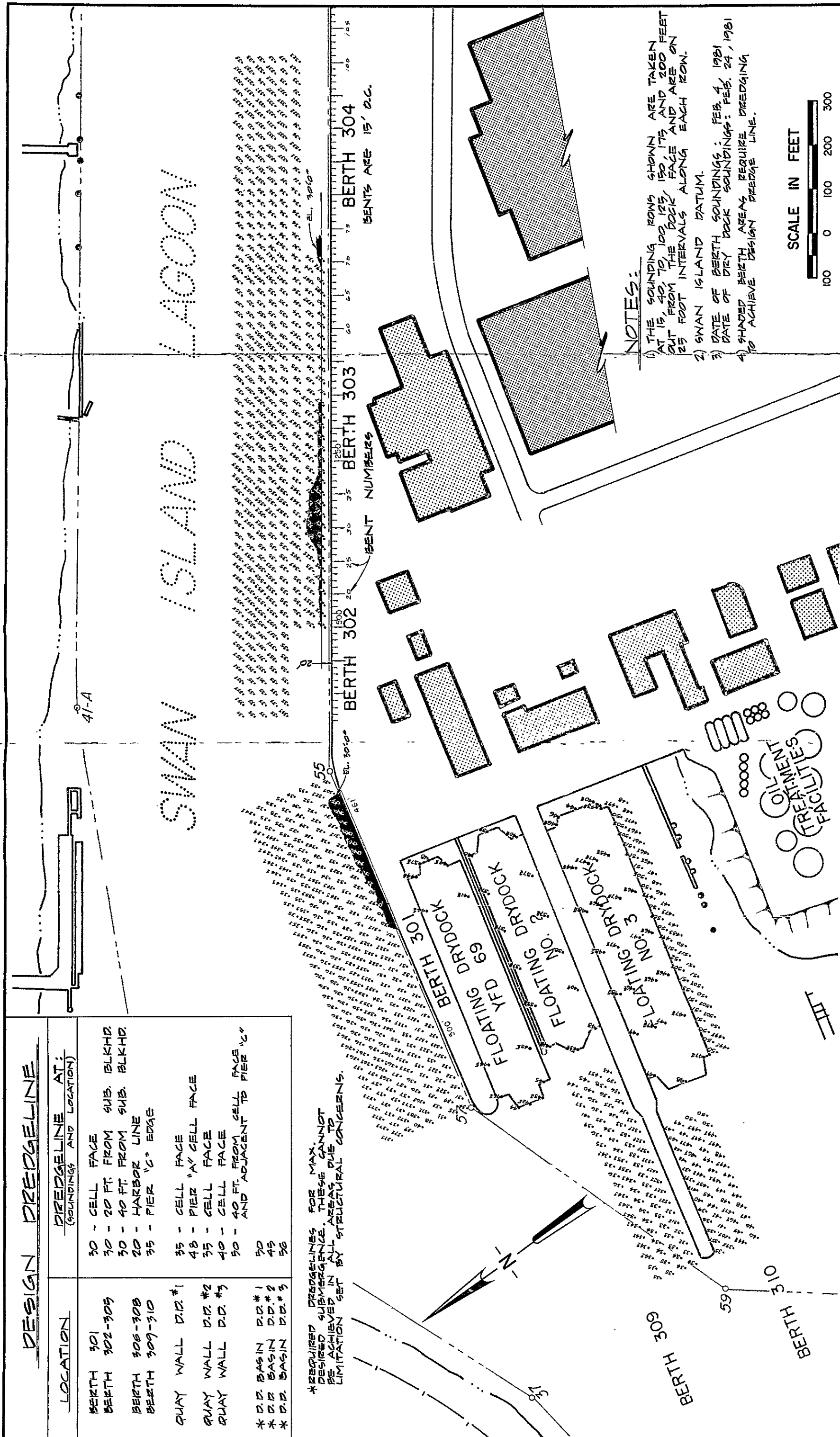
obtained in 1979 and 1980 which were as much as four feet lower. Lead line soundings of March 26, 1981 verified the existence of this high spot. Sampling, however, indicated that the high spot was most likely the result of waste material disposal from ship or pier.



#### B. RECOMMENDATIONS

For stability reasons, the maximum dredge line for Pier A has been established as -30 feet (SISRY datum) along the face of the cells. This is as reported in study by CH2M/HILL titled Pier A Stability Analysis and Evaluation, transmitted November 21, 1974; a copy is included in the separate Appendix under Division 2. Caution must be exercised during the course of normal maintenance dredging to insure that this dredge line is not exceeded. Excessive dredging could precipitate cell failures.

Some minor dredging of high spots noted in the section on present condition would entail moving approximately 1,000 cubic yards of material

Estimated Cost	\$	<u>7,000</u>
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THE PORT OF PORTLAND PORTLAND, OREGON																				DESIGNED BY <u>H. T. KIDO</u>										DRAWING NO. <u>YA 81-2</u>																													
																				DRAWN BY <u>D. A. ADKINS</u>										DATE <u>APRIL 1981</u>										SUBMITTED BY <u>Edmund P. Mendenhall</u>										14/23									
																				CHECKED BY										PE NO. 5555										DESIGN MGR																			
																				DATE										SCALE																													
																																																											

## 2.2 BERTHS 302 to 305

### A. CONDITION

#### 1. Description

The design dredge line for these berths, as shown on contract drawings for Berths 302-305 by Moffatt, Nichol and Taylor, is -30 feet (SISRY datum) some unidentified distance away from the lower sheet piles. This design dredge line was clarified per recommendations by Tudor Engineering Company in their report Failure of Ship Repair Wharf, March 8, 1965 (filed in Port Engineering as SI-8). In it they recommend that the mud line at the toe of the sheets should not be lower than -25 feet, and if it is, it should be filled with rock and sloped away at a 2 horizontal to 1 vertical slope.

Recent work by Foundation Sciences, Inc., recommends that the dredge line be limited to -30 feet (SISRY Datum) at 20 feet from the face of the lower submerged sheet pile and to -33 feet at about 40 feet from the lower sheet pile.

#### 2. Tests/Inspections

Current water depths were obtained with a fathometer on February 4, 1981. Soundings were taken in rows parallel to the berth face at intervals of 15, 40, 70, 100, 125, 150, 175 and 200 feet. This information is displayed in Figure 2.1A. Sounding could not be obtained in those areas where ships were berthed.

Measurements with lead line identified the mud line elevation at its intersection with the lower sheet pile wall. These soundings were taken at selected locations



with the assistance of a diver. Figures 1.3D, E, F, G and H of Section 1.3, Division 1, and report by Underwater Services (included in the separate Appendix under Division 1) record this information.

The report by Foundation Sciences, Inc., included in the separate Appendix under Division 1, includes comments on stability of the present and possible future mud lines.

3. Present Condition

- In areas that could be sounded, the mud line 15 feet from the berth face, ranged from -23 feet (SISRY datum) at Bent 30 to -32 feet at Bent 52. Soundings further out from the berth face were with only one exception, -30 feet and deeper. At Bent 30, roughly 40 feet from the berth face, the mud line is as high as -26.5 feet.
- Data from soundings and measurements taken in the underwater survey, define a steep slope of 1.5 horizontal to one vertical away from the toe of the sheet pile at Bent 29.

B. RECOMMENDATIONS

- During the next scheduled maintenance dredging operation, remove approximately 1,500 cubic yards in the area near Bent 30.

Note cautions and limitations on dredging expressed in Division 1, Section 1.3, and in report by Foundation Sciences, Inc., Sheets 9 and 10 (Separate Appendix). Excessive dredging, beyond depths defined in Paragraph A.1 above may lead to a "deep-seated failure" of the wharf as described in Section 1.3 of Division 1.

Estimated Cost                      \$ 7,500

## 2.3 BERTHS 306 to 308

### A. CONDITIONS

#### 1. Description

Berths 306 through 308 have a designed mud line of -20 feet (SISRY datum) at the harbor line. The harbor line is approximately located at the face of the fender piling.

#### 2. Tests/Inspections

Current mud line depths were obtained by Port personnel with a fathometer on February 4, 1981. Soundings were taken in rows parallel to the berth face at regular intervals. This information is recorded on Figure 2.3A.

The report by Foundation Sciences, Inc., included in the separate Appendix under Division 1, comments on the stability of bank slopes.

For additional information on bank stability in this area, see a report entitled Geotechnical Investigation, Port of Portland Building 70, by Foundation Sciences, Inc., dated June 4, 1979, cataloged in Engineering Department files as S1-35.

#### 3. Present Condition

Current soundings in Berths 306 and 307, between 15 feet and 200 feet out from the harbor line, range from -20 to -25.5 feet. Elevations drop gradually as the distance from the fender face increases to 200 feet.

Berth 308 area could not be sounded for the first 100 feet because of a berthed ship. Soundings were possible beyond that point; the mud line ranged from -21 to -28 feet.

Bank slopes are approximately 1.5 horizontal to 1 vertical and, except for some local sloughing, appear stable.

#### B. RECOMMENDATIONS

It is recommended that soundings be taken in Berth 308 when the ship presently moored there departs. Also, at a future date when other soundings are being taken, survey the west end of Berth 306 where local sloughing above water line has been noted.



## 2.4 DRY DOCK BASINS

### A. CONDITION

#### 1. Description

The basin for the dry docks is formed by the quay wall, Pier A, and the intermediate structures of Pier C and a steel catwalk. Dredgeline limitations to insure the stability of these structures have been identified in 1974 report by CH2M Hill titled, Pier A Stability Analysis and Evaluation, included in the separate Appendix under Division 2, and on Drawings YA 44-2 and YA 51-501. These design depths and consequent dredge limitations (SISRY Datum) are as follows:

Pier A adjacent to Dry Dock 1:	-48 feet at cell face
Quay wall adjacent to	
Dry Docks 1 and 2:	-35 feet at cell face
estimated	-50 feet in dry dock basin
Quay wall adjacent to	
Dry Dock 3:	-40 feet at cell face
	-50 feet at a distance of 40 ft. from cell face
Pier C adjacent to Dry Dock 3:	-50 feet
Pier C, Berths 309-310	-35 feet

Desired operational dredgelines (SISRY Datum) for maximum submergence of the dry docks (and for which the dry docks have been designed) at 0 river stage are as follows (in feet):

Dry Dock 1:	Water depth over keel:	29.5
	Height of keel blocks:	4.5
	<u>Depth of pontoon:</u>	<u>16.2</u>
	Dredgeline:	-50.2
Dry Dock 2:	Water depth over keel:	25.0
	Height of keel blocks:	4.0
	<u>Depth of pontoon:</u>	<u>16.0</u>
	Dredgeline:	-45.0
Dry Dock 3:	Water depth over keel:	32.0
	Height of keel blocks:	4.5
	<u>Depth of pontoon:</u>	<u>19.5</u>
	Dredgeline:	-55.5

Note that the operational dredgelines cannot be achieved in all areas due to dredgeline limitations set by adjacent structure stability concerns.

## 2. Tests/Inspections

Soundings in dry dock basin are shown on Figure 2.1A in Section 2.1 of this Division. Those mud line elevations on the docks themselves were obtained by lead line through dock openings on February 24, 1981. Other elevations south of Dry Dock 3 and around Pier C extension, were determined by fathometer on February 4, 1981.

3. Present Condition

- Based on the data, some filling of the dry dock basins has occurred.

Soundings at the southeast end of Dry Dock 3 (closest to quay wall) gave mud line elevations which were in the -40.5 to -48.5 foot (SISRY datum) range. Noting that the maximum submergence of this dock is roughly 56 feet, river elevations of less than approximately 16 feet will not accommodate the maximum design submergence.

The lack of adequate draft in the Dry Dock 3 basin resulted in damage to the dry dock on March 25, 1980. During attempts to lower the dock to obtain 31 feet of water over the blocks with a +4-foot river stage, the dock bottomed out in the silt at its inboard end. Subsequent trimming of the dry dock to match the docking ship's trim, with the bow of the dock still in the silt (acting as a fulcrum), resulted in excessive longitudinal movement and \$42,000 damage to the dock's spud guides.

- Soundings on both sides of the Pier C extension give mud line elevations which are -31.5 feet (SISRY datum) or lower. This provides adequate draft for most vessels.



## B. RECOMMENDATIONS

Uncontrolled or excessive dredging in the dry dock basins could result in a deep-seated pier or quay wall failure as described in Section 1.3 of Division 1. Therefore, prior to any dredge work and as a part of the design for that work, the 1981 Foundation Sciences, Inc., report included in the separate Appendix under Division 1 and the 1974 CH2M HILL report included in the separate Appendix under Division 2 should be consulted.

- To permit full draft capability of Dry Dock 3 at any river stage, the Dry Dock 3 basin should be dredged to a depth of -50 feet. This will require dredging of an estimated 11,000 cubic yards of material.

Estimated Cost    \$ 75,000

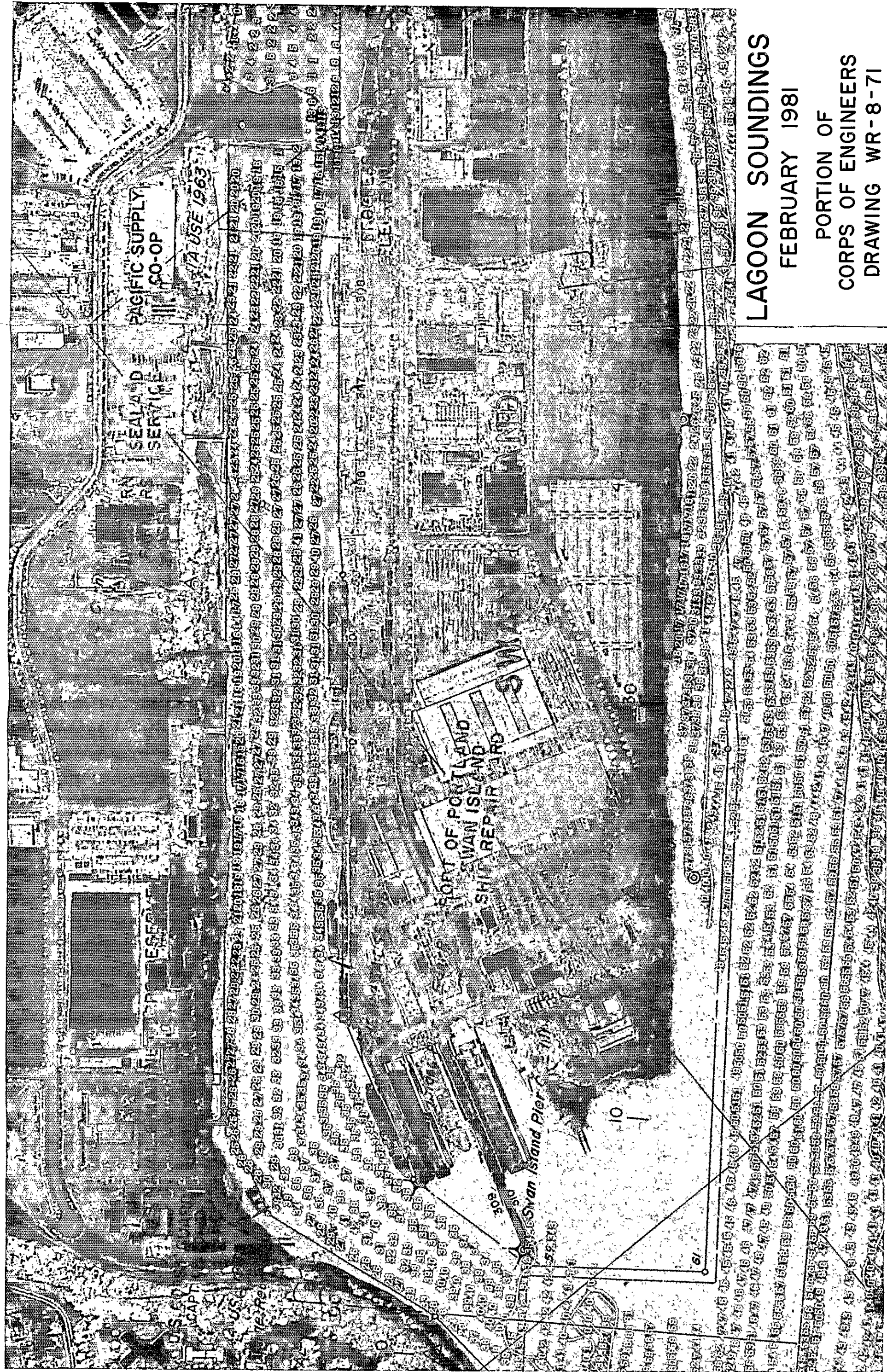
- It is evident from the description of the basins and from the sounding data, that the depth of the basins under YFD-69 and Dry Dock 2 are presently less than design. It is recommended that these basins be dredged if and when dock operational requirements dictate need.

## 2.5 LAGOON

Soundings of lagoon as taken on February 24, 1981 by the Corps of Engineers have been recorded on Corps Drawing WR-8-71; see Figure 2.5A for reproduction of the lagoon portion of that drawing.

They indicate that up to Berth 305 and from roughly the ship channel to the south bank of lagoon, Soundings were in the -29 to -39 feet (CRD datum which is approximately equal to the SISRY Datum) range.

Soundings in the lagoon adjacent to the Berth 306 to 308 area are in the -20 to -28 range.



# LAGOON SOUNDINGS

FEBRUARY 1981

PORTION OF  
CORPS OF ENGINEERS  
DRAWING WR-8-71

FIGURE 2.5A

### DIVISION 3 - CIVIL

3.1	Roads and Pavement	3-2
	Figure 3.1A	
	3.1B	
	3.1C	
	3.1D	
	3.1E	
3.2	Surface Runoff and Storm Sewers	3-5
	Figure 3.2A	
3.3	Traffic Flow	3-10
3.4	Hazardous Fluid Control	3-11

### DIVISION 3 - CIVIL

The Portland Ship Repair Yard, a facility which has been in continual use for 40-plus years, is a patchwork of surface features which spans the life of the facility. Checking the history of the improvements indicate that they were done largely in a piecemeal fashion to satisfy specific projects and problem areas.

Thus, as expected, the resulting systems represent a collection of improvements which have varying ages, serve different functions and were constructed to different standards.

This division includes sections on roads and pavement, surface drainage, traffic flow and hazardous fluid control.

### 3.1 ROADS AND PAVEMENT

#### A. CONDITION

##### 1. Description and History

Improvements and repairs to the paved areas in the shipyard is an ongoing job requiring the regular attention of Port personnel. Recent pavement work has run the gamut from a major contract to improve pavement in front of Building 4 to the simple filling of potholes. Pavement sections vary and can be anywhere from a few inches to a couple of feet deep.

##### 2. Tests/Inspections

Evaluation of roads and pavement was done through a visual survey. Comments received through interviews were also considered..

Topographic data can be found on Figures 3.1B, 3.1C, 3.1D and 3.1E.

##### 3. Present Condition

Many areas are in need of repair principally because of the loss of adequate subgrade support which has resulted in depressed areas, and cracked and broken surfaces; hazardous, or at a minimum, nuisance driving conditions result. Surface drainage also becomes a problem. The following Section 3.2 and Figure 3.1A describe the areas of significant pavement/drainage problems.

## B. RECOMMENDATIONS

- Isolated areas with depressed potholed pavements are normal maintenance items. In the repair of these, every attempt must be made to dig out the zone of failed pavement and affected base material before re-filling, compacting and placing asphalt. A few cases exist where it is likely that an abandoned buried structure or conduit is deteriorating causing the loss of pavement support and eventually pavement failure. Repair of these areas requires a reasonable effort to expose and remove the buried items.
- Recommendations to repair pavement is closely related to improvements in the surface drainage system in some areas. Refer to following section on surface drainage for recommendations on related pavement repair.
- Specific asphaltic concrete pavement section designs for certain load and use conditions are recommended for future pavement construction at Port Ship Repair Yard. These recommendations should be used as at guideline in future yard pavement design projects, with the understanding that each future project must be designed based on specific loading and site conditions that exist at the time. The recommendations are as follows:

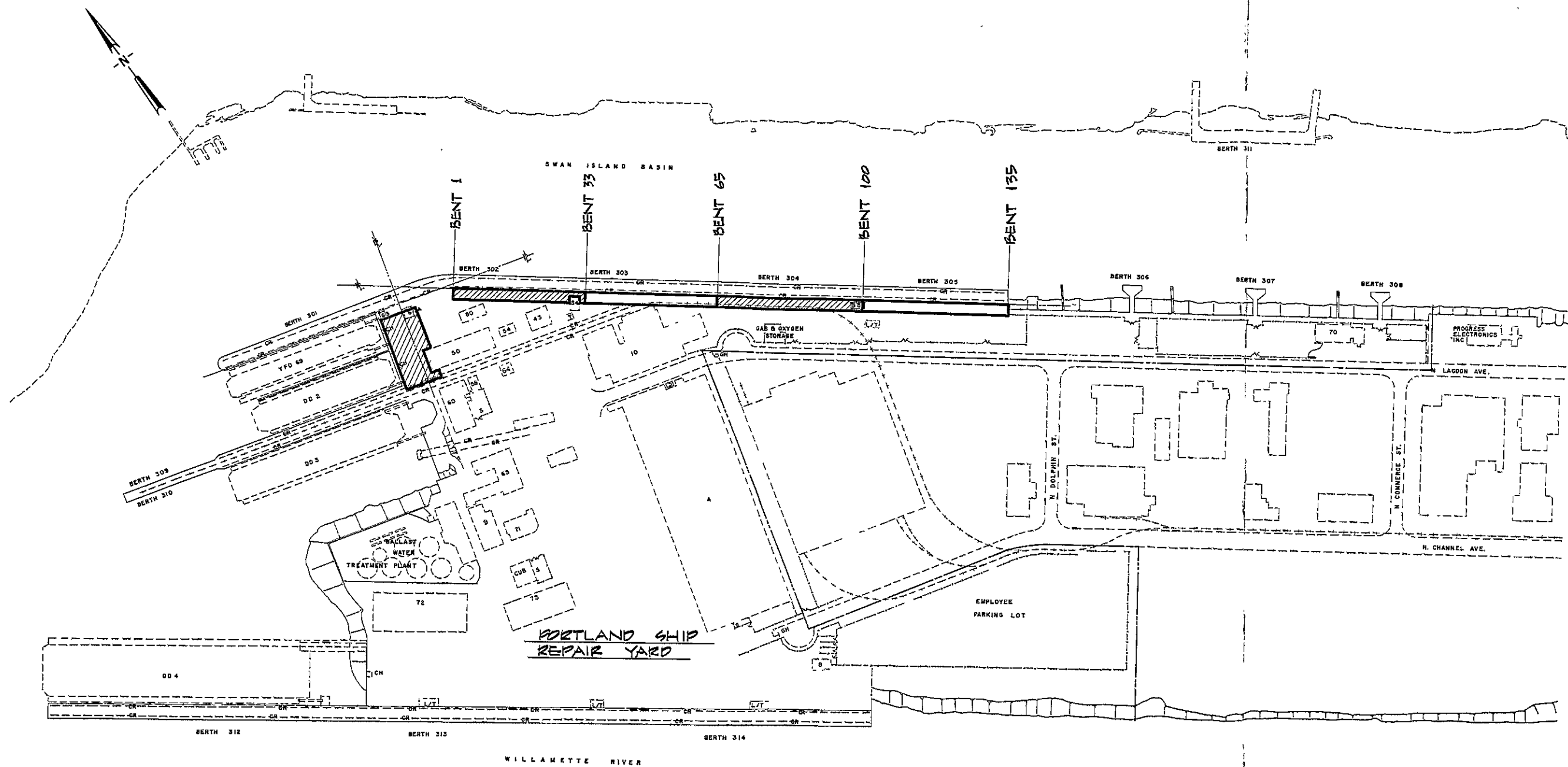
	<u>Light Duty</u>	<u>Medium &amp; Heavy Duty</u>
Load	Auto, light pickup, storage	Standard highway truck, H-20. Regular lift equip- ment traffic.
Useage, Volume	Auto parking, local drive, single tenant	Local collecting traffic--2 to 3 tenants.
Pavement Sections (mins.)		
- Asphalt		
Concrete	3"	4" or 3"
- Crushed Rock		
Base	8"	8" or 11"
- Compacted		
Subgrade*	12"	12" or 12"

\* Backfill with sand borrow in those areas requiring overexcavation of subgrade.

Typical Port specifications for new pavement construction, including sections on subgrade preparation, placement of base rock and asphaltic concrete paving, are available at the Port's Engineering Department.







# NOTES:

- 1) [Symbol] IDENTIFIES TOPOGRAPHIC DETAILS TO BE FOUND ON THE FOLLOWING SHEETS.
- 2) SHIPYARD BUILDINGS ARE IDENTIFIED BY NUMBERS. SEE NARRATIVE FOR DETAILS ON EACH.

SCALE IN FEET



NO	DATE	BY	REVISIONS	CK'D	APP'D	NO	DATE	BY	REVISIONS	CK'D	APP'D



THE PORT OF PORTLAND  
PORTLAND, OREGON



DESIGNED BY H. T. KIDO  
DRAWN BY D. A. ADKINS  
CHECKED BY  
DATE APRIL 1981  
SCALE SHOWN

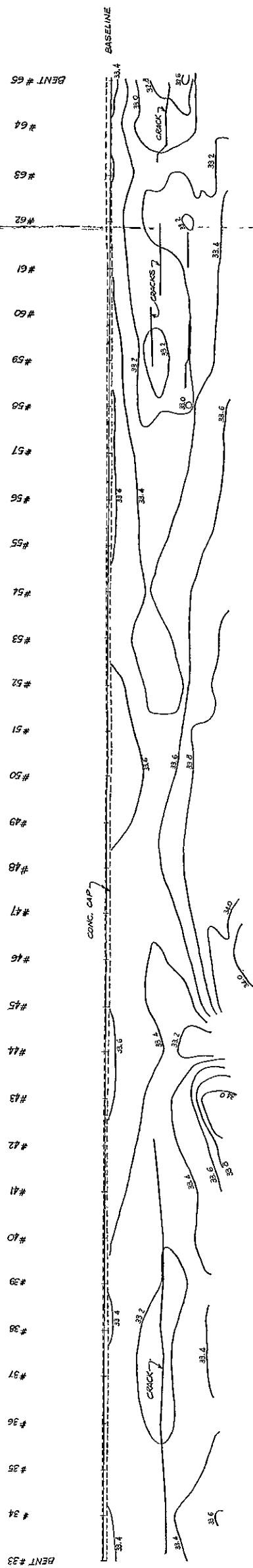
PORTLAND SHIP REPAIR YARD  
FACILITIES CONDITION STUDY  
TOPOGRAPHY & BUILDING KEY

SUBMITTED BY  
P. E. NO. 2226 DESIGN MANAGER

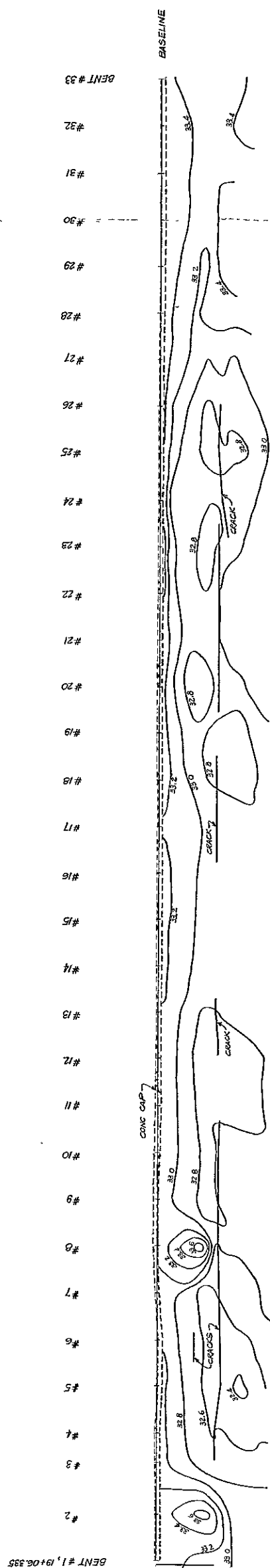
DRAWING NO.  
YA 81-2 10/23

FIGURE 3.1B





PLAN ~ BENTS # 33 TO 65



NOTE:  
ELEVATIONS SHOWN ARE CITY OF  
PORTLAND DATUM (COLUMBIA RIVER  
DATUM EQUALS CITY OF PORTLAND  
DATUM MINUS 3.19 FT.).

PLAN ~ BENTS # 1 TO 33

SCALE IN FEET



**THE PORT OF PORTLAND**  
**PORTLAND, OREGON**

[illegible]DESIGNED BY H. T. KIDO

T. B. T.

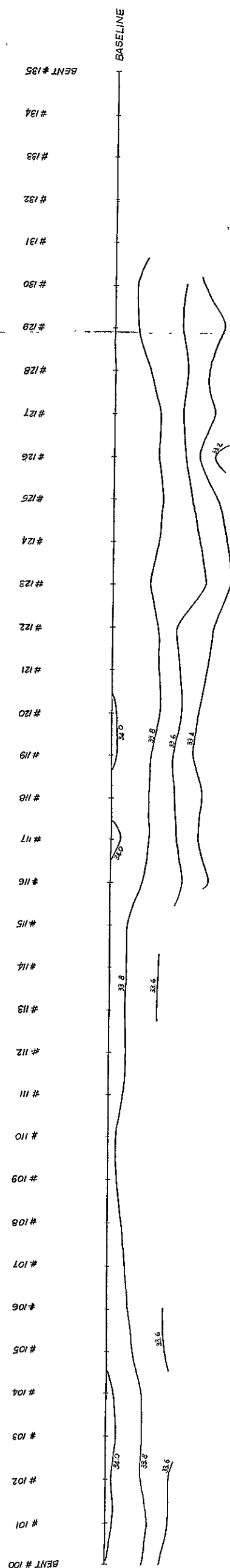
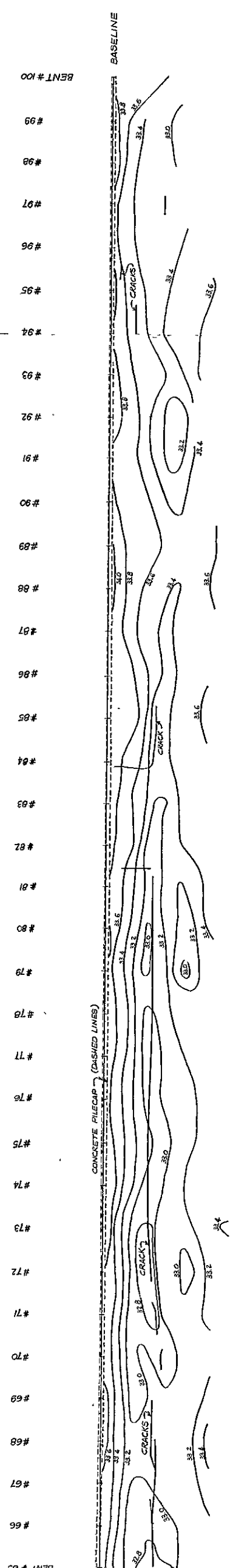
**CHECKED BY** \_\_\_\_\_

DATE APRIL 1981

# PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY TOPOGRAPHY SOUTH OF BERTH

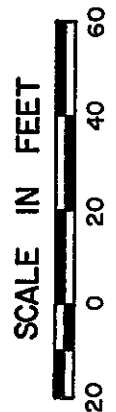
SUBMITTED BY Editha P. Manalita  
PE NO. 5556 DESIGN MANAGER

DRAWING NO. YA 81-2 12/23

PLAN ~ BENTS #100 TO 135

PLAN ~ BENTS # 65 TO 100

NOTE:  
ELEVATIONS SHOWN ARE CITY OF  
PORTLAND DATUM (COLUMBIA RIVER  
DATUM EQUALS CITY OF PORTLAND  
DATUM MINUS 3.19 FT).

[illegible]

### 3.2 SURFACE RUNOFF AND STORM SEWERS

#### A. CONDITION

The yard storm sewer system is shown on Figure 3.2A. Areas having significant drainage problems are identified on Figure 3.1A in the previous section. Rather than attempting to identify all areas where rainfall collects and stands for a period of time, areas were judged significant by the following criteria:

- Structural impact on an adjacent or overlying structure.
- Restricting the use of an adjacent facility.
- Restricting through traffic.

By this criteria, the following drainage problem areas were identified:

#### - Area 1

Area 1 contains a series of approximately 20 catch basin with individual corrugated metal outlet pipes. These drain the pavement areas adjacent to the concrete pile cap running from Berths 302 to 304. In addition, various other pipes draining drinking water fountains, washrooms, etc., may not have been tied into the sanitary sewer system and may continue to drain, as originally designed, individually through the steel bulkhead.

Over the years, normal aging and highly probable accelerated aging, due to the corrosive nature of some of the fluids which could have entered the storm system, have badly deteriorated the corrugated metal outlet

pipes. This deterioration is obvious in those sections of outlet pipe which are visible on the bank slope where it emerges from the steel bulkhead and discharges into the lagoon. Also, past maintenance work which required exposing the buried portion of some of the outlet pipes have revealed that in many cases the bottoms of the pipes have been corroded and perforated to the point of being ineffective.

Maintenance personnel have pointed out the reoccurring appearance of pavement potholes which appear at random locations along the landside of the steel bulkhead. They occur on a fairly regular basis, generally during hot weather and take on dimensions that vary in size from small to large(say 5 X 5 X 6 feet). Maintenance personnel have also noted that some of the outlet pipes discharge fill soil along with the runoff, as opposed to the distinctive black grit used for sandblasting indicating that the pipes or inlet structures have leaks through which water and/or material can pass.

From the above observations, it is apparent that the existing drainage system along the berths is not functioning as intended and is, in fact, detrimental to the filled bulkhead and the overlying asphalt in the area.

Figures 3.1B, 3.1D and 3.1E illustrating the pavement surface contours of the area, show the general trend toward a slight depression immediately land-side of the concrete pile cap.



REFERENCE		DRAWINGS	
REF. NO.	LOCATION	REF. NO.	LOCATION
YA67-6	ALBINA/POP SHOP BLDG.	YA67-6	ALBINA/POP SHOP BLDG.
YA67-8	BLDG. 4	YA67-8	BLDG. 4
YA70-4	YARD AREA	YA70-4	YARD AREA
YA73-5	BALLAST WTR	YA73-5	BALLAST WTR
YA74-19	BARSE LAUNCH	YA74-19	BARSE LAUNCH
YA77-11	PARKING LOT	YA77-11	PARKING LOT
YA78-12	BERTHS 304 & 305	YA78-12	BERTHS 304 & 305
YA78-15	DRYDOCK BERTHS 311, 312 & 313	YA78-15	DRYDOCK BERTHS 311, 312 & 313
YA78-18	CENTRAL UTILITY BLDG	YA78-18	CENTRAL UTILITY BLDG
YA79-601	BLDG. 71	YA79-601	BLDG. 71
YA80-5	BLDG. 72	YA80-5	BLDG. 72
YA85-501	S1 SHIP REPAIR WHARF	YA85-501	S1 SHIP REPAIR WHARF
YA85-501	REHAB OF BERTHS 99 TO 135	YA85-501	REHAB OF BERTHS 99 TO 135
YA85-2	N CHANNEL, LAGOON AVE. & PRIV PROP	YA85-2	N CHANNEL, LAGOON AVE. & PRIV PROP
SI67-1019	STORM & SAINT SEWER	SI67-1019	STORM & SAINT SEWER
24253,24255, 24253,24255	CITY OF PORTLAND WATER & SEWER	24253,24255, 24253,24255	CITY OF PORTLAND WATER & SEWER

STORM SEWER  
 CITY OF PORTLAND  
 STORM SEWER  
 MAINHOLE  
 CATCH BASIN  
 FENCE  
 GATE  
 RAIL ROAD  
 CRANE RAIL  
 BUILDINGS  
 GUARD HOUSE  
 LUNCHROOM/TOILET

100 0 50 100 200 300  
 SCALE  
 GRAPHIC SCALE  
 FEET


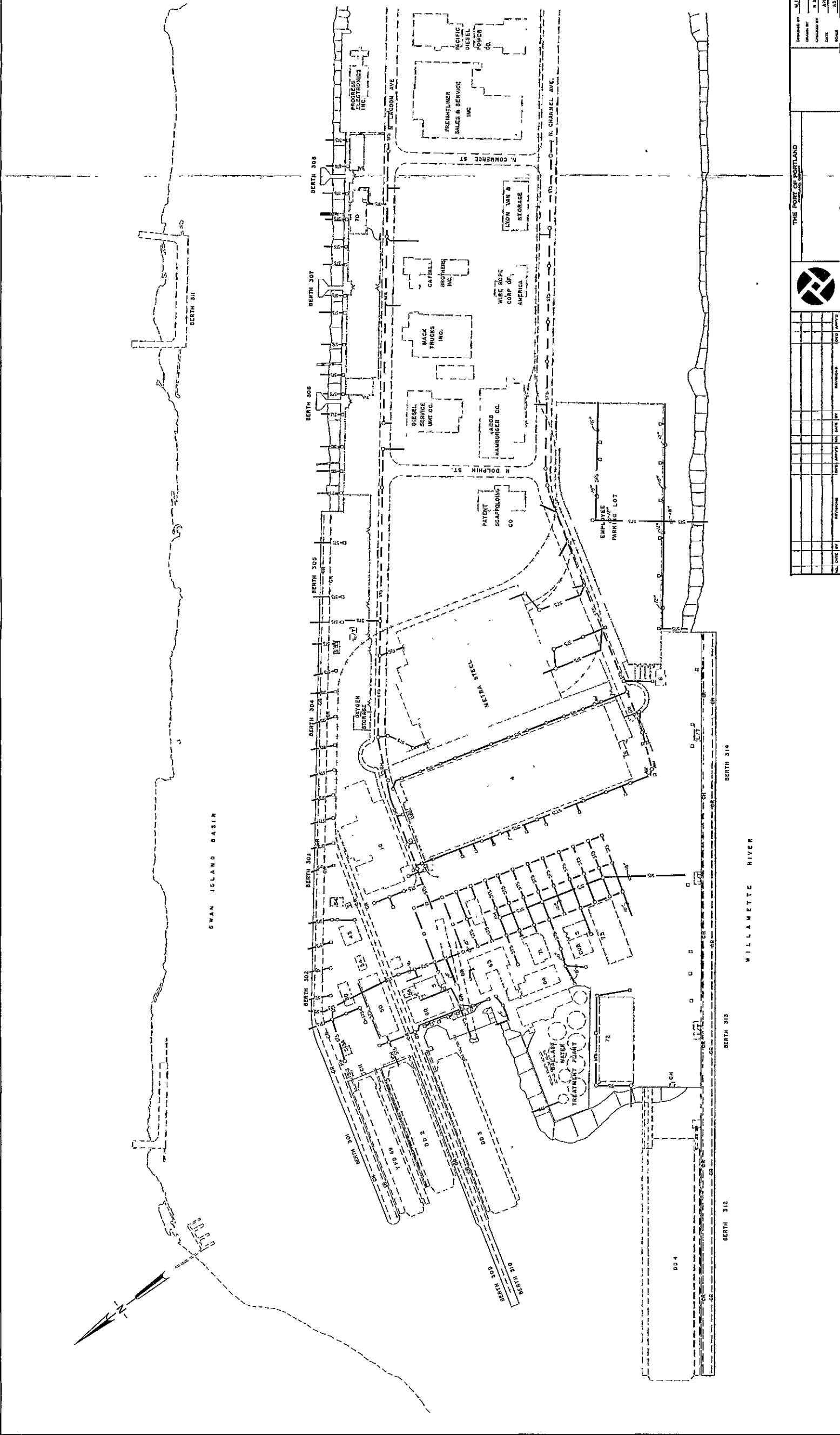
THE PORT OF PORTLAND		PORTLAND SHIP REPAIR YARD	
		MASTER UTILITIES	
		STORM SEWERS	
		DRAWN BY: M. J. KELLEY CHECKED BY: B. BOYLES DATE: APRIL 1981 SCALE: AS SHOWN	

FIGURE 3.2A





- Area 2

Area 2 is between the south end of Building 60 and the barge launch area and is an apparent depressed area which collects and ponds water during and after every rainfall. Catch basins in the area have been either cut off and plugged, or have been naturally plugged by sediment and other debris.

- Area 3

Area 3 is located by the gas pumps adjacent to Building 54. Review of storm sewer plans indicate that no provisions for drainage exist in this area. This fact, combined with the lack of grade in the area, create ponding conditions during rainfall periods.

- Areas 4, 5, 6 and others

Areas 4, 5 and 6 and miscellaneous other areas represent drainage/pavement problems in that they block or hinder normal through traffic, or otherwise limit use of those areas for parking or storage.

B. RECOMMENDATIONS

Proper surface drainage is required to make the most efficient use of facilities and to prevent potential damage to structures and subgrades. The areas identified in this report do not drain properly due to poor grade, poor location of inlets, or because the runoff is not discharged at a functioning outlet. The areas are listed by priority, greater significance having been accorded those areas where drainage problems have a detrimental effect on a structure.

- Area 1

It is recommended that work be undertaken to expose and replace the existing catch basin outlet pipes. It is recommended that the replacement system consist of:

- \* More corrosion resistant pipe, e.g., concrete or plastic.
- \* A "header" pipe which connects and collects storm water from several catch basins before outletting.
- \* Installation of this header 25 to 30 feet back of the steel bulkhead.
- \* Provide protection to outlet pipe and bank slopes at discharge points.
- \* Provide measures to control entry and/or discharge of toxic materials, e.g., oil into the system or lagoon (see section on oil spillage).
- \* Grade surface to drain to catch basins while maintaining acceptable grade for vehicular traffic.

Estimated Cost    \$125,000

- Area 2

It is recommended that attempts be made to clean the existing catch basins and their outlet pipes and to re-grade and reposition catch basins in the area. Failure of these attempts will require that the outlet pipes be exposed and inspected. Replace pipe as required, reposition catch basins and grade area to eliminate undrained depressed areas. Assuming a worst case involving total replacement of pipe:

Estimated Cost    \$ 15,000

- Area 3

Recommended repairs in Area 3 include the installation of an inlet and necessary piping to the nearest storm sewer roughly 125 feet away. Work will include re-grading of pavement in the area.

Estimated Cost \$ 10,000

- Area 4

It is recommended that repairs be undertaken to re-grade and re-position existing catch basins in this area to eliminate standing water conditions.

Estimated Cost \$ 10,000

- Areas 5, 6 and other

Recommended repairs in these areas would range from re-grading to cleaning or replacing sewer pipes. Work in these is not considered essential, but should be considered as time and money become available.

### 3.3 TRAFFIC FLOW

#### A. CONDITION

Traffic flow and the layout of the road system in the old yard is functional and apparently adequate for current uses. Minor improvements can be made to relieve congested areas and to aid newcomers in orientating themselves to the yard.

#### B. RECOMMENDATIONS

- At this time, it is recommended that all future pavement work include provisions to provide adequate pavement marking or road signing.
- All existing markings should be periodically surveyed to check their condition and current need. At some future date when needs for improved traffic flow dictate, a detailed study should be undertaken to evaluate appropriate additional signing and traffic control.
- Consideration should be given to the installation of signs to locate common destinations, e.g., Port office and tenant and contractor offices.

### 3.4 HAZARDOUS FLUID CONTROL

#### A. CONDITION

The nature of work at the ship repair yard requires the continual storage and handling of hazardous fluids, e.g., oil, which can pose significant environmental problems if allowed to enter unchecked into the environment.

Obvious problem areas are storage facilities from which leaks can develop and areas where there is frequent fluid handling with the corresponding greater chance for spillage. Other potential problem areas relate to locations with catch basins that cannot trap or control entry of fluids into the drainage system and which are located in areas where hazardous fluid use is common (e.g., along the outfitting berths). Figure 3.1A locates six areas where use or storage of hazardous fluid merits concern.

- Areas numbered 1 and 2 have underground storage tanks. The tank near Building 58 (Area 1) has a leak; see Division 5, Section 1. A past filling mishap did result in an oil spill in Area 1.
- Areas 3 and 4 have uncontrolled catch basins and are areas of frequent hazardous fluid handling.
- Areas 5 and 6 are oil and gas storage areas. Both these areas incorporate measures to either contain spillage by means of a concrete curb, or to close off adjacent catch basins from any surface flows by means of valves.

B. RECOMMENDATIONS

- Continue to regularly monitor levels in tanks, and in and out flows, so that losses can be detected.
- Future work which includes the installation of catch basins in areas of potential spillage must consider either:
  - \* Preventing the entry of oil into the drainage system.
  - \* Trapping the oil, should it enter the system.
- Develop and maintain an oil spill control plan.

DIVISION 4 -- BUILDINGS

4.1	Building 4	4-2
	Figure 4.1A 4.1B	
4.2	Building 50	4-7
	Figure 4.2A	
4.3	Building 64 (9)	4-10
4.4	Building 63	4-12
4.5	Other Buildings	4-14
	Figure 4.1A 4.1B	

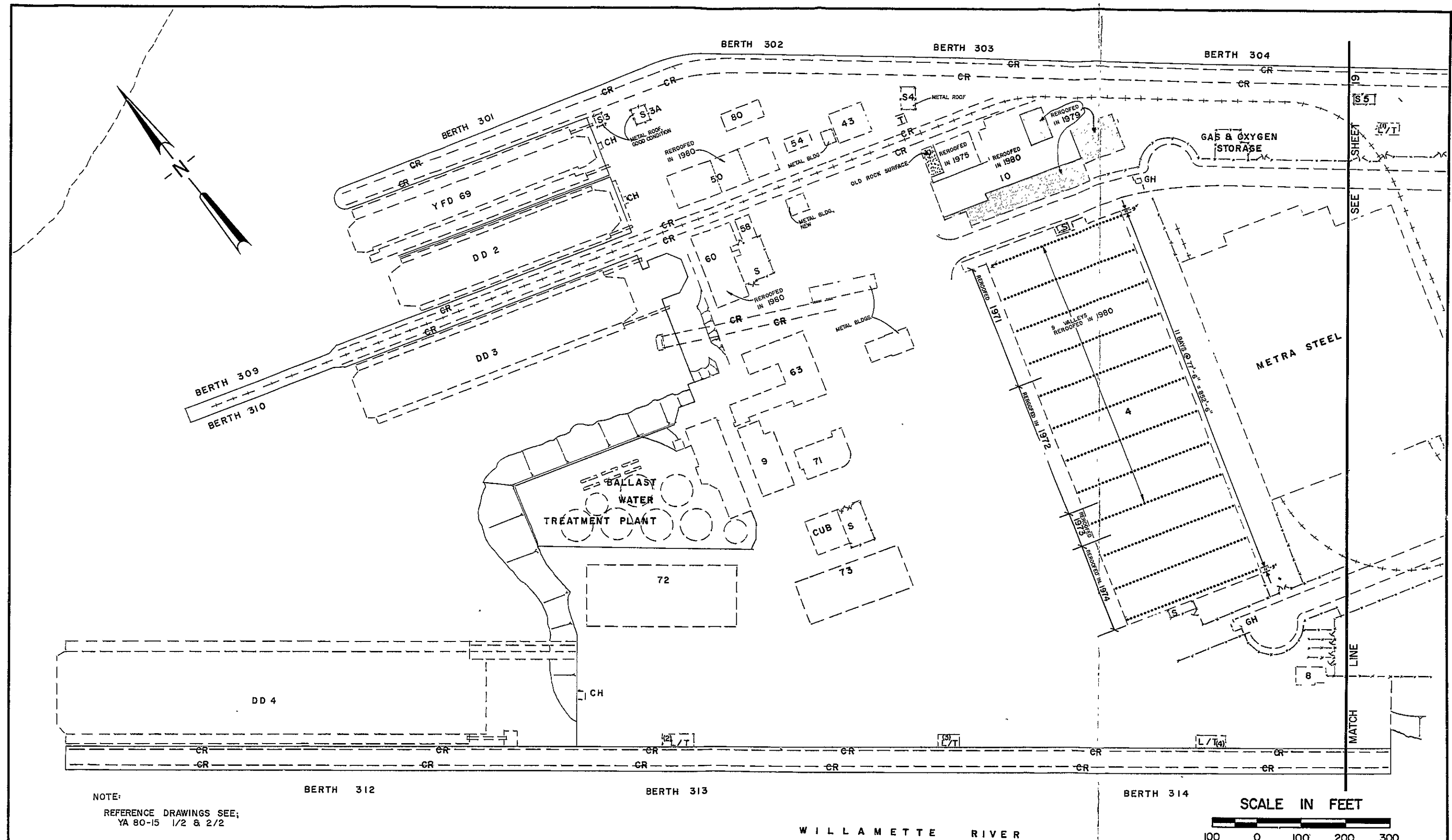
#### DIVISION 4 -- BUILDINGS

The process followed in evaluating the buildings involved determining if the needs of present building tenants were being met functionally and safely. This determination was made by visual inspection, review of available correspondence and as-built drawings, and interviews. Specific structural elements in the buildings which appeared deficient were further evaluated by computations.

Included in this division are the results of a previously completed building roof evaluation. The results of this study, together with a building location key, are shown in Figures 4.1A and B.

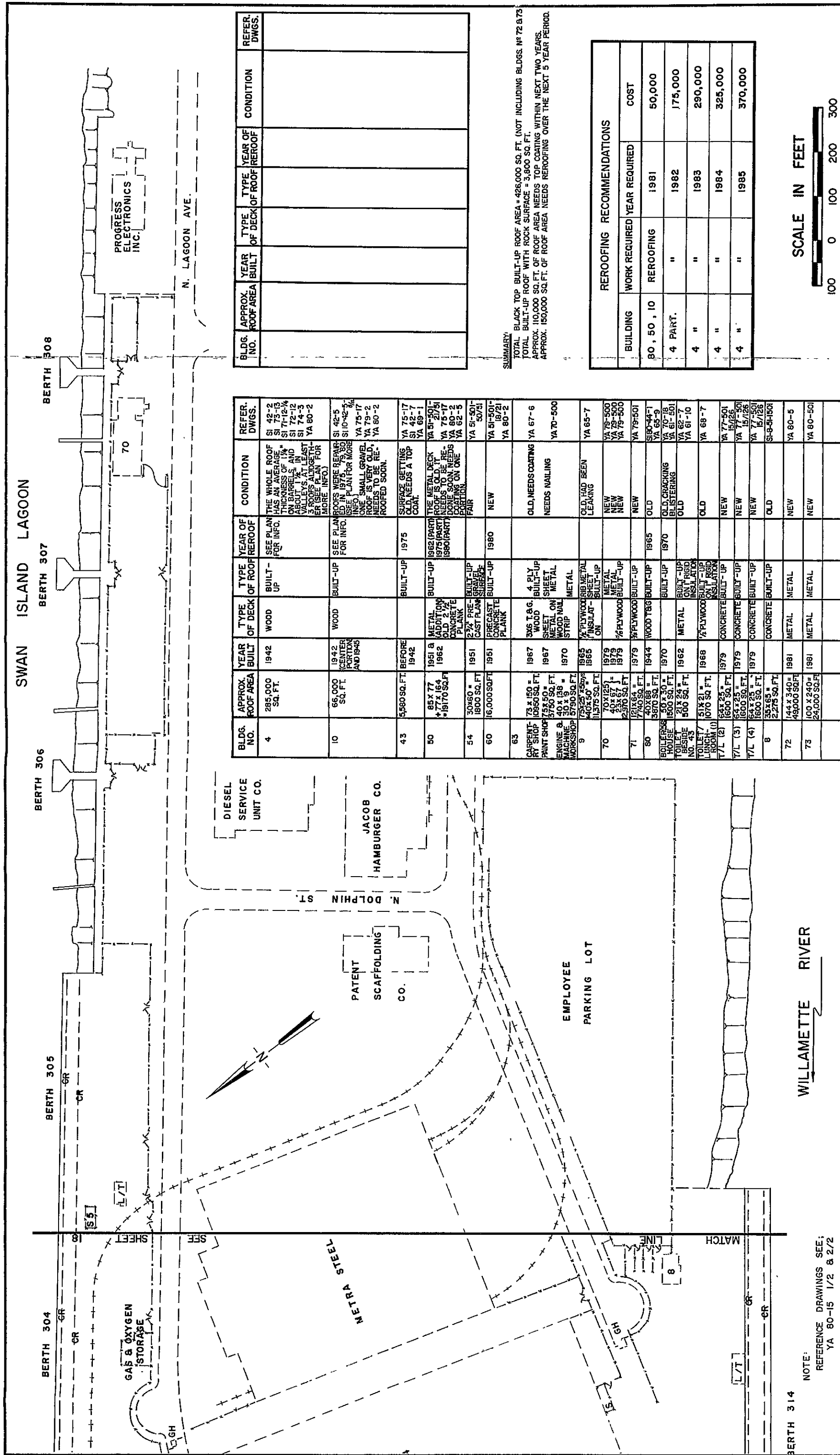


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NO				DATE				BY				REVISIONS				CK'D				APP'D															
																				THE PORT OF PORTLAND PORTLAND, OREGON				DESIGNED BY Y. LUN YU DRAWN BY L. F. FRITZIE CHECKED BY DATE APRIL 1981 SCALE SHOWN				PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY BUILDING ROOF MAINTENANCE MASTER PLAN SUBMITTED BY <i>[Signature]</i> P.E. NO. 6556 DESIGN MANAGER				DRAWING NO. YA 81-2 18/23			

FIGURE 4.1A

[illegible]

#### 4.1 BUILDING 4

##### A. CONDITION

###### 1. Description and History

Building 4, built around 1942, is currently utilized by several shipyard tenants for general metal fabricating and machining. It is 852 feet by 360 feet in size and is subdivided into 11 parallel bays, each with individual exterior doors. The roof system is comprised of built-up asphalt with an average thickness consisting of 1.4 inches, a 2-inch thick wood T & G deck, and wood purlins and trusses. Columns set at every bay line are a combination of concrete and steel. The floor slab consists of concrete and asphalt. Column footings are either continuous with concrete beam ties to adjacent footing rows or individual pad footings. Footings were underpinned at sometime after initial construction apparently to provide greater bearing area either to correct an original deficiency or to provide additional load capacity.

###### 2. Tests/Inspections

A general field investigation of Building 4 was conducted by Port engineers. Use of Port lift vehicle allowed close inspection of concrete column tops roughly 20 feet off the floor. Computations were undertaken to evaluate the building's main structural components.

### 3. Present Condition

#### - Roof System

Computations indicated that the deck and purlins can take a superimposed liveload of 30 psf. Truss joints, however, are weak points and consequently should not be subjected to a live load in excess of 15 psf. This is less than today's standard roof live-load minimum design criteria of 25 psf.

Broken roof truss members have required repair in the past.

As a basis of comparison, the following depths of material would apply a load of 15 psf to the roof:

Volcanic Ash	1.3 inches (145 pcf)
Ice	3.2 inches (57.2 pcf)
Water	2.9 inches (62.4 pcf)

The roof downspout and drainline system is in poor condition. Leaks result in large quantities of water being directed into the building.

#### - Columns - Footings

The steel-concrete columns are adequate under current loading. Footing computations were performed assuming the footing bearing area, the factor for increasing the allowable bearing attributable to footing burial and the compressive strength of the concrete. The computations indicate that under normal loading conditions on the roof

and from the adjacent 25-ton capacity crane, the footing capacity is marginally acceptable. This is the most likely the cause of the vertical and horizontal displacements noted in the columns and the reason for the additional work done to underpin certain footings.

The building was used to store grain in the 1950s. The resulting live loads on the floor slab foundation tie beams, columns, and crane beams may have exceeded the buildings design at that time.

Past repair work was required where the steel columns are anchored to the concrete columns. Gaps developed at the steel-concrete interface which required grouting to re-establish bearing.

- Crane Beams and Rail

Reported deformations in the crane beams may be in part due to unequal rail elevations. Connections to hold crane rails are not regularly inspected and could be loose.

- Walls

Pressure differential arising from north wind conditions had in the past lead to concerns over the south end wall's stability. Temporary guy wires to provide additional lateral support to the

wall were installed. Recent permanent improvements (automatic louvers) were made to relieve this wind pressure differential and has apparently been successful.

- Electrical

The building electrical power is supplied directly by PGE--transformer substations are located at each end of the building. An additional pad mount transformer (500 KVA) is located on the west side between Bays 8 and 9. It was specifically installed for a tenant in Bay 9.

In general, each bay has its own metered (PGE) power supply of 400 Amps at 480 volts. In some cases (I.E. Bay 9) tenants have enlarged capacity.

Much of this distribution equipment is old, but it generally appears in good condition.

B. RECOMMENDATIONS

- As reroofing of Building 4 is required, it is recommended that the roofing design include upgrading the load-carrying capacity of the roof. Since approximately 55 percent of the present total roof dead load is due to the built-up layers of roof asphalt, stripping these accumulated layers would significantly increase the roof's load carrying capacity and the life of the building. This stripping operation should be made a part of the future required reroofing work.

The estimated cost for stripping and reroofing on the the total structure is:

\$700,000

- Inspection of the crane rails is required. Rent high lift equipment to enable close inspection of rail, rail anchoring connections and crane beams. At the same time, survey rail elevations to assess current condition and to have a data base for future surveys. Period for subsequent surveys can be determined after the present condition is analyzed.

Estimated Cost \$ 5,000

- Current work to upgrade the buildings roof drainage system should be continued and completed.
- Continue to require tenants to submit, for Port review and approval, plans for any modifications or additions to their working areas. Particular attention is required when the plans call for the installation of heavy machinery and/or materials adjacent to column footings.
- Make tenants responsible for electrical systems within their respective areas. Additions shall meet code. A thorough condition survey should be made of an area when a tenant vacates that area to insure safety of the system.

## 4.2 BUILDING 50.

### A. CONDITION

#### 1. Description and History

Building 50 is currently utilized for offices, rest and lunch rooms, and storage. The original concrete block building built in 1951 is 77 feet by 164 feet. Its roof system consists of a built-up asphalt on 2 1/2-inch thick precast concrete deck supported by a steel purlin-joist-column structure.

In 1962, the building was enlarged by the addition of a 77 foot by 85 foot concrete block section. This addition has a built-up asphalt covered metal roof deck supported by a steel beam and column structure.

#### 2. Inspections and Computations

Field inspection was undertaken by Port engineers and notes were recorded on checklists retained in project files. Comments received from Dillingham employees lead to detailed inspection and computations of cracked concrete lintel in Bay 2 of building.

#### 3. Present Condition

Concrete block exterior wall is cracked at several locations. This is a detriment to the building's appearance and weather proofing. Probable cause is the lack of sufficient expansion joints which would take up normal thermal related movements.



Reinforced concrete lintel in Bay 2, over the north side door, is cracked through at about mid-span. Reinforcing steel is exposed at the crack. Sliding doors are difficult to operate due to deflection of cracked header.

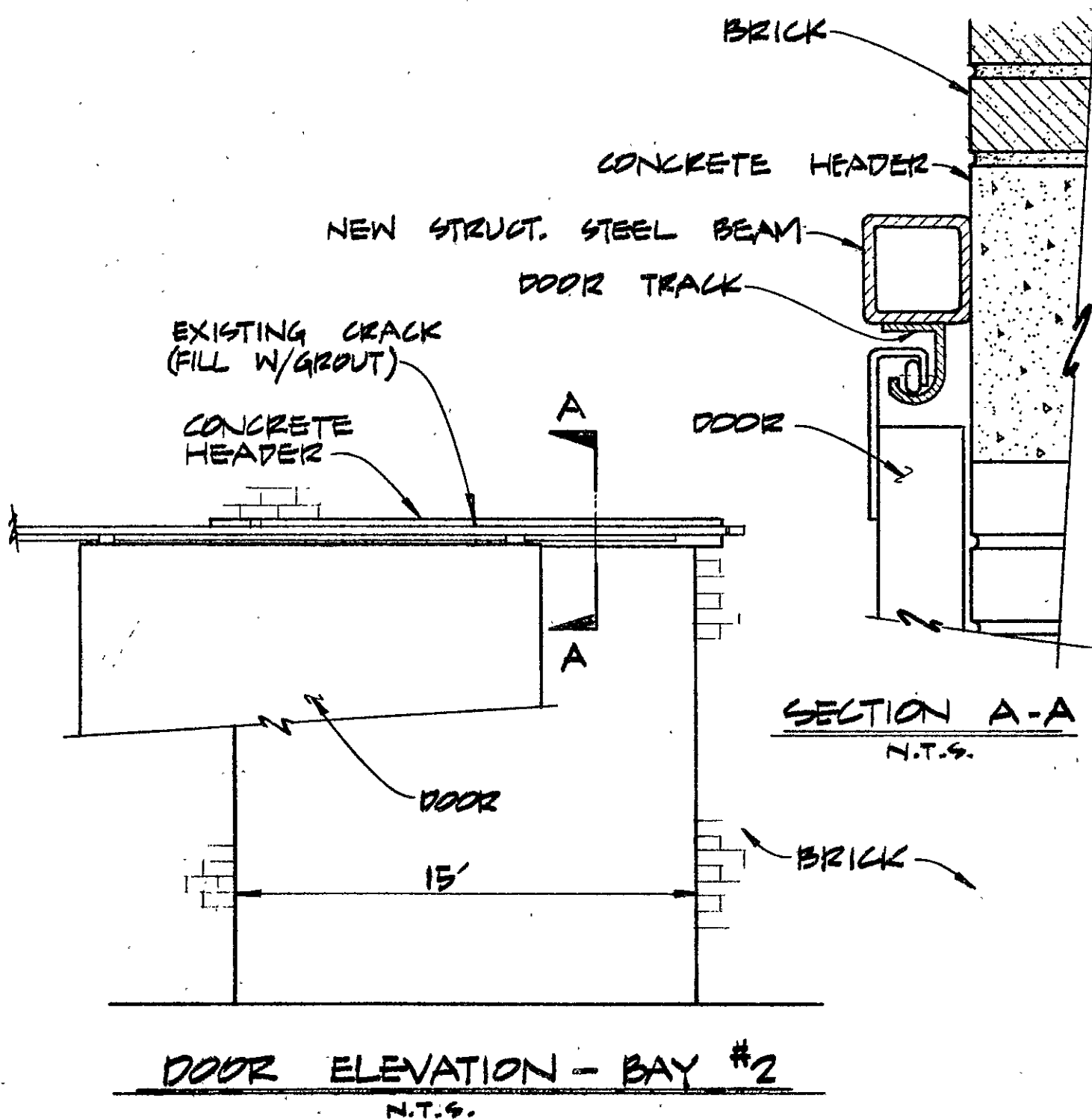
Hot water is leaking from piping in southwest corner of building's heating system. This poses a burn danger to individuals who may be passing by.

The electrical power to the building is supplied from Substation 2. It was reported that the feeder breaker has tripped out on occasion, indicating overload. The structural addition to the buildings plus the additional electrical equipment added within the building by the tenants, without a corresponding increase in the feeder capacity, has resulted in an electrical system at its capacity.

#### B. RECOMMENDATIONS

- It is recommended that steps be taken to repair the cracked concrete door header. Inspection of crack indicates that the concrete has failed and the remaining header strength is totally in the reinforcing steel. Exposure of the steel to weathering will result in eventual failure of the header. As shown in Figure 4.2A, recommended repair will first consist of grouting crack to cover reinforcing, then attaching structural steel to brace cracked member and to provide a new support for doors.

Estimated Cost    \$ 2,000



REPAIR TO BLDG. 50 DOOR HEADER

FIGURE 4.2A

- Any further development or change of tenants which could result in greater electrical demand should not be considered without upgrading the building's electrical capacity.

Recommend a current monitoring program (recording ammeter). If demand indicates the need, replace the existing feeder or add an additional one--splitting loads.

Estimated Cost    \$ 20,000

#### 4.3 BUILDING 64 (9)

##### A. CONDITION

###### 1. Description and History

Building 64 (also known as Building 9) was built in 1965. It is a steel column-joist-beam structure with a sheet metal skin. The building is primarily used for shop work and for storage.

###### 2. Tests/Inspections

Field inspection was undertaken and notes were recorded on a checklist retained in the project files.

###### 3. Present Condition

- A continuing problem is the leakage of rainwater into the building. The sidings and roof are fastened by screws with neoprene or plastic washers to the building framework. Normal aging and loosening of these fasteners have allowed gaps to develop through which water can enter the building. Also, because of the flexible nature of the sheet metal, deflection under high wind conditions results in openings in the seams through which water leaks.
- Main doors located on the west and south walls have headers which have been damaged by equipment or machinery passing below.
- The building floor slab is in poor shape resulting in nuisance and/or hazardous conditions.

- Electrical power is supplied directly from a PGE service, 400 amps, 480 volt. There is evidence of a lot of system add-on, but it is in good condition.

B. RECOMMENDATIONS

- It is recommended that the damaged door headers be reinforced with steel angles.

Estimated Cost \$ 1,000

- Consideration should be given to re-sealing the deteriorated fasteners with an appropriate external sealant. Priority should be given to the roof fasteners (majority of leakage from roof). Material expenses would be minimal; the main cost for this work would be in the labor involved in locating and applying sealant at the many fasteners involved.

Estimated Cost \$ 5,000

If significant leakage continues, consideration should then be given to reinforcing the roof system to limit deflection and seam openings.

Estimated Cost \$ 5,000

- Repair floor slab as part of routine yard maintenance.

#### 4.4 BUILDING 63

##### A. CONDITION

###### 1. Description and History

Building 63 is essentially two buildings: the carpenter and paint shop, constructed in 1967, has wood framing and metal siding; the machine shop constructed in 1970, has steel framing and metal siding.

###### 2. Tests/Inspections

Field inspection was undertaken by Port engineers and notes were recorded on a checklist retained in the project files.

###### 3. Present Condition

- A continuing problem in the machine shop side of Building 63 is the leakage of rainwater into the building. The sidings and roof are fastened to the building framework by screws with neoprene or plastic washers.

Normal aging and loosening of these fasteners have allowed gaps to develop allowing water to leak into the building. Also, because of the flexible nature of the sheet metal, it deflects under high wind conditions resulting in openings in the seams through which water can leak.

- Comments from an operator indicate that the overhead crane rail on east side of building is in poor shape. A rail joint is either horizontally or vertically out of alignment, leading to problems in crane operation.

- The carpenter shop side electrical power is supplied from Substation 2. This is a relatively new installation and is in good condition. The machine shop side is supplied directly from a PGE service. The system shows evidence of add-on, but is basically in good condition.
- Floor drains in building are plugged with sediment and other debris.

#### B. RECOMMENDATIONS

- Inspection of the crane rails is recommended. Note rail condition, anchoring connections, crane and crane beams. Depending on outcome of inspection, a repair project could be prepared or a monitoring programs could be established.

Estimated Cost     \$     500

- Consideration should be given to re-sealing the deteriorated fasteners with an appropriate external sealant. Priority should be given to the roof fastners (majority of leakage from roof). Material expenses would be minimal; the main cost for this work would be in the labor involved in locating and applying sealant to the many fasteners involved.

Estimated Cost     \$     4,000

- If significant leakage continues, consideration should then be given to reinforcing the roof system to limit deflection and seam openings.

Estimated Cost     \$     5,000

#### 4.5 OTHER BUILDINGS

The remaining buildings in the old yard area have concerns of a lesser nature than those detailed in above sections.

##### A. BUILDINGS 10, 60, 80 and 8

Inspection of these buildings revealed several concerns which are in the nature of maintenance items.

##### - Building 10

Built in 1943 with later additions, this office, shop building appears to be in adequate structural condition. Concerns noted include:

- \* Cracks in columns, south side exterior
- \* Stairway requiring painting.
- \* Door hardware for main north side entrance doors have deteriorated making door operation difficult.

The building was electrically rehabilitated in 1967 and is in good condition.

##### - Building 60

This concrete and steel building with a steel frame was built in 1952. Concerns noted included:

- \* Cracks in the wall mainly due to the lack of adequate expansion joints.
- \* Door on south side of building is difficult to operate.



The electrical system was installed when the building was built and condition reflects its age (see Electrical Division, Section 6.1). In general, the system is adequate. Lighting in the bay could be improved with HPS fixtures.

Estimated cost for relighting \$ 10,000

- Building 80

Building 80 constructed in 1944 of wood has the following concerns:

- \* Walls are damaged and could use repair.
- \* Exterior wood stairway needs new paint.
- \* Ladder to roof is unsafe and should be repaired or removed.

- Building 8

Small building constructed in 1951 of concrete near the shipyard entrance.

- \* Roof sheathing is decayed and requires replacement.
- \* Windows broken.
- \* Door needs painting.

B. BUILDINGS 43 (and adjacent building), 54 and 64

These buildings are in adequate condition. However, consideration should be given to painting the exterior wood stairways for Buildings 43 and 54 to prolong their useful life.

## DIVISION 5 - MECHANICAL UTILITIES

5.1	Steam System	5-1
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	5.1B	
	5.1C	
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	Figure 5.4A	
5.5	Sanitary Sewer	5-21
	Figure 5.5A	

## DIVISION 5 - MECHANICAL UTILITIES

### 5.1 STEAM SYSTEM

#### A. CONDITION

##### 1. Description

Steam is supplied by three boilers:

- One 500 HP, 17,000 lb./hr. located in Building 58, presently natural gas fired (oil firing capability).
- One 300 HP, 10,000 lb./hr. located in Building 58, presently natural gas fired (oil firing capability).
- One 200 HP, 7,000 lb./hr. portable presently located and serving Berth 305. Presently oil fired with natural gas capability with minor modifications.

Steam is distributed through the yard by 4-inch mains that extend from Building 58 down Pier C, across the quay wall to Pier A and down Berths 301-305. Steam service connections are located about every 200 to 300 feet along piers and wharfs which includes supply to the dry docks. Low-pressure steam for heat is supplied to Buildings 50 and 60. See Figure 5.1A for a detailed system layout.

##### 2. History

1940's      Original steam lines on Pier A from Kaiser Ship Yard.

- 1952 Building 58 was built and a 7,000 lb./hr. (200 HP) boiler installed. Pier C steam main was installed along with low-pressure steam heat lines to Buildings 50 and 60.
- 1962 Addition to boiler house (Building 58) to accommodate a new boiler - 17,000 lb./hr. (300 HP). Extension of 4-inch main to Pier A along with new ship service connections and main from Bentline 1 (Berth 302) to Bentline 50 (Berth 303).
- 1964 Four-inch steam main extended by approximately 1,300 feet from Berth 303 to Berth 305.
- 1970 200 HP boiler removed from Building 58 and replaced with a new 500 HP boiler. This addition brought steam capacity to its current level of 27,000 lb./hr. (800 HP total). The 200 HP boiler was converted to a portable unit now located at Berth 305.

### 3. Tests/Inspections

Tests and inspections were completed by R. J. Boyles, Port engineer, Metro Heating and Air Conditioning Service representatives, and Turco Engineering Company representatives which consisted of:

- External and internal visual inspection of the distribution system.
- Interviews with shipyard operating personnel and contractors.

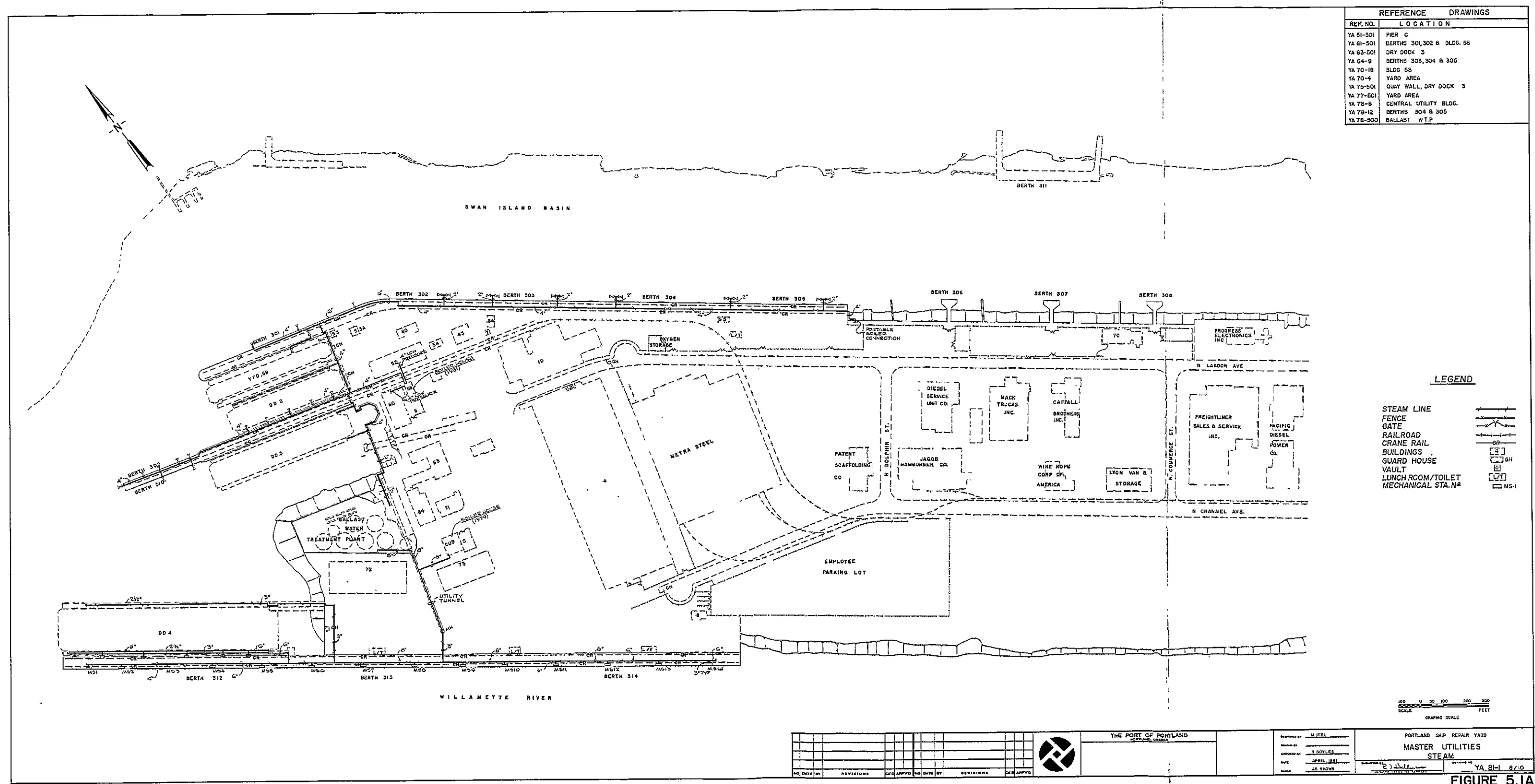


FIGURE 5.1A

- Combustion efficiency tests were conducted on the boilers by Metro Heating and Air Conditioning Service. See separate Appendix under Division 5 for report.
- A proposal by Turco Engineering for a new deaerator system was requested by shipyard personnel and is included as reference in the separate Appendix under Division 5.

4. Present Condition

- Boilers (Building 58)
  - \* All boilers operating at approximately 82 percent combustion efficiency which is good, considering the age of the boilers.
  - \* No boiler feedwater treatment system exists except for deaeration. The deaerator tanks are in poor condition. Feedwater treatment reduces scale buildup on the tubes which results in better efficiency and lower maintenance costs.
  - \* Valves and pipelines not adequately marked for service and function.
  - \* Boiler 2 (300 HP) in Building 58 has a refractory failure at the back door and has not been opened up for cleaning/inspection for over a year.
  - \* The buried 10,000-gallon fuel tank has a small leak.

- \* Boilers are left unattended and no operating logs per requirements of Chapter 814, Division 25 - Department of Commerce.
- Pier A - Berth 301
  - \* The mainline on the lagoon side is in fair condition with the exception of missing insulation and valve leaks.
  - \* Service connections are not adequately marked and protected from damage.
  - \* Maintenance walkway along the lagoon is in disrepair. It does not meet OSHA standards.
- Pier C and Quay Wall
  - \* Main is in good condition. Valves and traps are in fair condition.
  - \* Service connections are in good condition, but not identified.
  - \* Capacity appears to be adequate.
- Berths 302-305
  - \* Steam main is in good condition. Main line valves and traps are in poor condition because of steam leaks.
  - \* Steam pressure is not adequate to Berths 304 and 305 during heavy use periods because of inadequate sized mainlines.

- \* Service connections are located above and below deck. Most are in extremely poor condition because valves are leaking.

- General

- \* There is an estimated 3.75 million pounds per year steam system leakage from valves, flanges and traps. Cost of make-up steam due to these leaks is conservatively estimated at \$20,000 per year based on a steam cost of \$5 per 1,000 pounds.
- \* The location and number of mainline valves for isolation of the system is adequate. See Figure 5.1A for existing valve locations.

B. RECOMMENDATIONS

1. Priority

- Interconnect the old yard steam system with the new. This will enable the old boilers to be put on a standby basis similar to the old air compressor plant and would make better use of the new boilers. The new boilers have adequate capacity to supply the normal yard demand and estimate the old boilers would be used less than 10 percent of the time. The corresponding decrease in maintenance and fuel costs would result in an estimated savings of \$40,000 per year. The interconnection would also increase steam pressure to Berths 304 and 305 because some of the existing mains would be enlarged. During the winter months and during



periods of heavy usage, the portable boiler at Berth 305 will have to be fired to maintain adequate pressure at Berths 304 and 305. See Figure 5.1B for proposed system layout.

Estimated Cost    \$150,000

- Set up an inspection/maintenance program on hose connections, valves and traps. Test various traps to determine which are best suited for the system. Repair mainline valves and traps in distribution system. All trap discharge must be positioned to discharge away from electrical equipment.

Estimated Cost    \$ 10,000

- Install a maintenance walkway along the lagoon side of Pier A. This walkway will provide access to all utilities along Pier A.

Estimated Cost    \$ 50,000

- Move all service connections at Berths 301-305 to the top deck, including new standardized valve outlet manifolds, guards and service identification. This will aid in the maintenance and monitoring of the system and eliminate the safety hazard created on the lower walkway due to location of connections over the walk. See related recommendations in Sections 5.2 through 5.4.

Estimated Cost    \$ 40,000

- Reinsulate approximately 1,000 feet of line along Pier A. Energy cost savings is estimated at \$2,500 per year.

Estimated Cost    \$ 10,000



- Monitor fuel tank leakage at Building 58 to determine extent of condition.
- Clean, inspect and repair Boiler 2, as necessary.  
Estimated Cost \$ 7,500
- Replace the oil burner on portable (200 HP) boiler with a dual fuel burner (both oil and gas). A 40 percent reduction in fuel costs can be realized by firing on natural gas.  
Estimated Cost \$ 15,000
- Modify the portable boiler to make it a permanent installation.  
Estimated Cost \$ 25,000
- Replace the two deaerators with one new system capable of handling both boilers and install a chemical feedwater treatment system.  
Estimated Cost \$ 50,000
- Last year the natural gas expenditures for the old and new plants were approximately \$500,000. It is predicted that gas prices will increase a minimum of 10 percent in the next year; therefore, it is recommended that the new boiler in the C.U.B. be equipped with an oxygen trim system to adjust the boilers automatically and continuously for maximum efficiency. It is estimated a 3 percent decrease in fuel consumption would be attainable with this equipment.  
Estimated Cost \$ 15,000
- Start a boiler inspection and maintenance program. Refer to Figure 5.1C for a typical program outline.

FIGURE 5.1C  
BOILER MAINTENANCE CHECKLIST

DAILY REQUIREMENTS

ITEM	DESCRIPTION	COMMENT
1	Check temperature of exhaust gases at two different firings.	Compare temperatures with tests performed after annual cleaning.
2	Check Steam Pressure	Is variation in steam pressure as expected under different loads? Wet steam may be produced if the pressure drops too fast (caused by excessive loading on the boiler)
3	Check for Unstable Water Level	Common causes of unstable water level are: a. contaminates in boiler such as oil, excessive solids, excessive feedwater treatment, etc. b. overload on boiler c. malfunctions in equipment such as feedwater pump, water level control, etc.
4	Check Burner	a. Are controls functioning properly? b. Is burner clean? The burner may need cleaning several times daily if no. 6 fuel oil is used.
5	Check Motors and Auxiliary Equipment	Check to see that motors and auxiliary equipment are functioning properly.
6	Check Air Temperature in Boiler Room	The air temperature in the boiler room should not exceed or drop below recommended limits. These limits are determined by measuring the composition of the exhaust gases.
7	Check Blowdown	a. Manual Blowdown--The frequency and amount of blowdown will depend upon the amount and condition of the feedwater. Check to see that blowdown valve does not leak. b. Automatic Blowdown--Check operation of system and make sure that excessive blowdown does not occur.
8	Records	Keep daily records on a. Type and amount of fuel used b. Exhaust gas temperature and position of firing c. Boiler room temperature at time (b) is measured.

FIGURE 5.1C

FIGURE 5.1C  
BOILER MAINTENANCE CHECKLIST

WEEKLY REQUIREMENTS

ITEM	DESCRIPTION	COMMENT															
1	Check Exhaust Gas Composition and Temperature	<p>a. Measure exhaust gas composition and temperature at selected firing positions</p> <p>b. <u>Recommended percentages of oxygen and carbon dioxide in exhaust gases are:</u></p> <table> <tr> <th>FUEL</th><th>O<sub>2</sub>(%)</th><th>CO<sub>2</sub>(%)</th></tr> <tr> <td>Natural Gas</td><td>1-1/2</td><td>10</td></tr> <tr> <td>No. 2 Fuel Oil</td><td>2</td><td>11-1/2</td></tr> <tr> <td>No. 6 Fuel Oil</td><td>2-1/2</td><td>12-1/2</td></tr> <tr> <td>Coal</td><td>3-1/2</td><td>13-1/2</td></tr> </table> <p>These percentages may vary due to variations in composition of fuel.</p>	FUEL	O <sub>2</sub> (%)	CO <sub>2</sub> (%)	Natural Gas	1-1/2	10	No. 2 Fuel Oil	2	11-1/2	No. 6 Fuel Oil	2-1/2	12-1/2	Coal	3-1/2	13-1/2
FUEL	O <sub>2</sub> (%)	CO <sub>2</sub> (%)															
Natural Gas	1-1/2	10															
No. 2 Fuel Oil	2	11-1/2															
No. 6 Fuel Oil	2-1/2	12-1/2															
Coal	3-1/2	13-1/2															
2	Check Relief Valve	<p>a. Open valve manually while boiler is operating and observe steam pressure and force required.</p> <p>b. Check to see if relief valve leaks.</p>															
3	Check Water Level Control	Stop feedwater pump and allow control to stop fuel flow to burner. Do not allow water level in boiler to drop below the recommended low level.															
4	Check Pilot and Burner Assemblies	<p>a. Clean pilot and burner assemblies following recommended procedures.</p> <p>b. Check assemblies</p> <ol style="list-style-type: none"> <li>i. Spark gap</li> <li>ii. Condition of electrode</li> <li>iii. Condition of burner</li> </ol>															
5	Check Boiler Operating Characteristics	<p>a. Stop fuel flow to burner and observe flame failure (characteristics and timing).</p> <p>b. Start boiler and observe characteristics of flame.</p>															

FIGURE 5.1C

FIGURE 5.1C  
 BOILER MAINTENANCE CHECKLIST  
 MONTHLY REQUIREMENTS

ITEM	DESCRIPTION	COMMENT
1	Check Blowdown and Water Treatment Procedures	a. Determine if blowdown procedure is adequate to prevent buildup of solids in boiler. b. Determine if water treatment procedure is adequate to prevent undesirable effects (see Chapter 6).
2	Exhaust Gases	a. Measure exhaust gas composition ( $O_2$ and $CO_2$ ) and temperature over entire firing range. b. Compare composition and temperature readings with those of previous months and reference data (see Table 10.5).
3	Combustion Air Supply	a. Check combustion air inlet to boiler room to be sure adequate openings exist. b. Check combustion air inlet to boiler and clean if fouled.
4	Check Fuel System	Check pressure gauge, pumps, filters, and transfer lines. Clean filters as required.
5	Check Belts and Packing Glands	a. Check belts for damage and proper tension. b. Check packing glands for proper compression and leakage.
6	Check for Air Leaks	a. Around access openings b. Around flame scanner assembly.

FIGURE 5.1C

FIGURE 5.1C  
BOILER MAINTENANCE CHECKLIST  
ANNUAL REQUIREMENTS

ITEMS	DESCRIPTION	COMMENT
1	Clean Waterside Surfaces	Follow manufacturer's recommended procedure in cleaning and preparing waterside surfaces.
2	Clean Fireside	Follow manufacturer's recommended procedure in cleaning and preparing fireside surfaces.
3	Repair Refractories on Fireside	Use recommended materials and procedure to repair refractory.
4	Relief Valve	Remove and recondition or replace.
5	Feedwater System	a. Clean condensate receivers, and deaeration system. b. Clean and recondition feedwater pumps.
6	Fuel System	Clean and recondition system; pumps, filters, burner, pilot, oil preheaters, oil storage tanks, etc.
7	Electrical Systems	a. Clean all electrical terminals. b. Check electronic controls and replace any defected parts. c. Check mercury switches and replace if deterioration has occurred.
8	Hydraulic and Pneumatic Valves	Check operation and repair any leaks.
9	Start-up and Operation	Follow start-up and operation procedures.
10	Exhaust Gases	a. Make adjustments to give desired exhaust gas composition. b. Record composition, firing position and temperature (Reference Data).

FIGURE 5.1C

## 5.2 POTABLE AND RIVER WATER

### A. CONDITION

#### 1. Description

Potable water is supplied by a 12-inch diameter city main that loops around Building 4 from N. Lagoon and Channel Avenues. The yard area has three supply points that are equipped with meters and backflow prevention devices. These points are located at the corner of N. Commerce Street and N. Lagoon Avenue, the northeast corner of Building 4 and at the guard house on N. Channel Avenue. The shutdown of two supplies should not significantly affect yard supply because the Port of Portland mains are interconnected.

The river water system is supplied by a 1,000 GPM, 100 PSI vertical turbine pump located at the quay wall of Pier C. River water connections are located on Pier C, the access pier between dry dock 2 and 3, and Pier A. River water hydrants are located around Building 50, 58, and 60.

See Figure 5.2A for a detailed distribution piping system description.

#### 2. History

Major reconstruction and additions to the system are as follows:

1940's      Original lines along Pier A.

1952      New line to Pier A, Pier C, and river water pump installed.



1955-56 New fire protection sprinklers and ship service connections at Berths 302-305.

1965 New 8-inch main along Berths 302-305.

1968 New lines to Berths 306-308.

3. Tests/Inspections

Tests and inspections were completed by R. J. Boyles, Port engineer, which consisted of:

- Internal and external visual inspection of the system.
- Interviews with Port and ship repair contractor personnel.
- Water demand was measured during off peak conditions.
- The sprinkler system at Berth 302 was activated to check for operation and water spray coverage.

4. Present Condition

- The off peak, water-demand test indicated 200 GPM base usage. About 100 GPM is used during the five months, November through March, for freeze protection of exposed water lines. At \$.31 per 100 cubic feet, this amounts to \$9,000 per year. The remaining 100 GPM can be attributed about equally to system leakage and actual yard demand. Most of the leakage is originating from contractor service connections.

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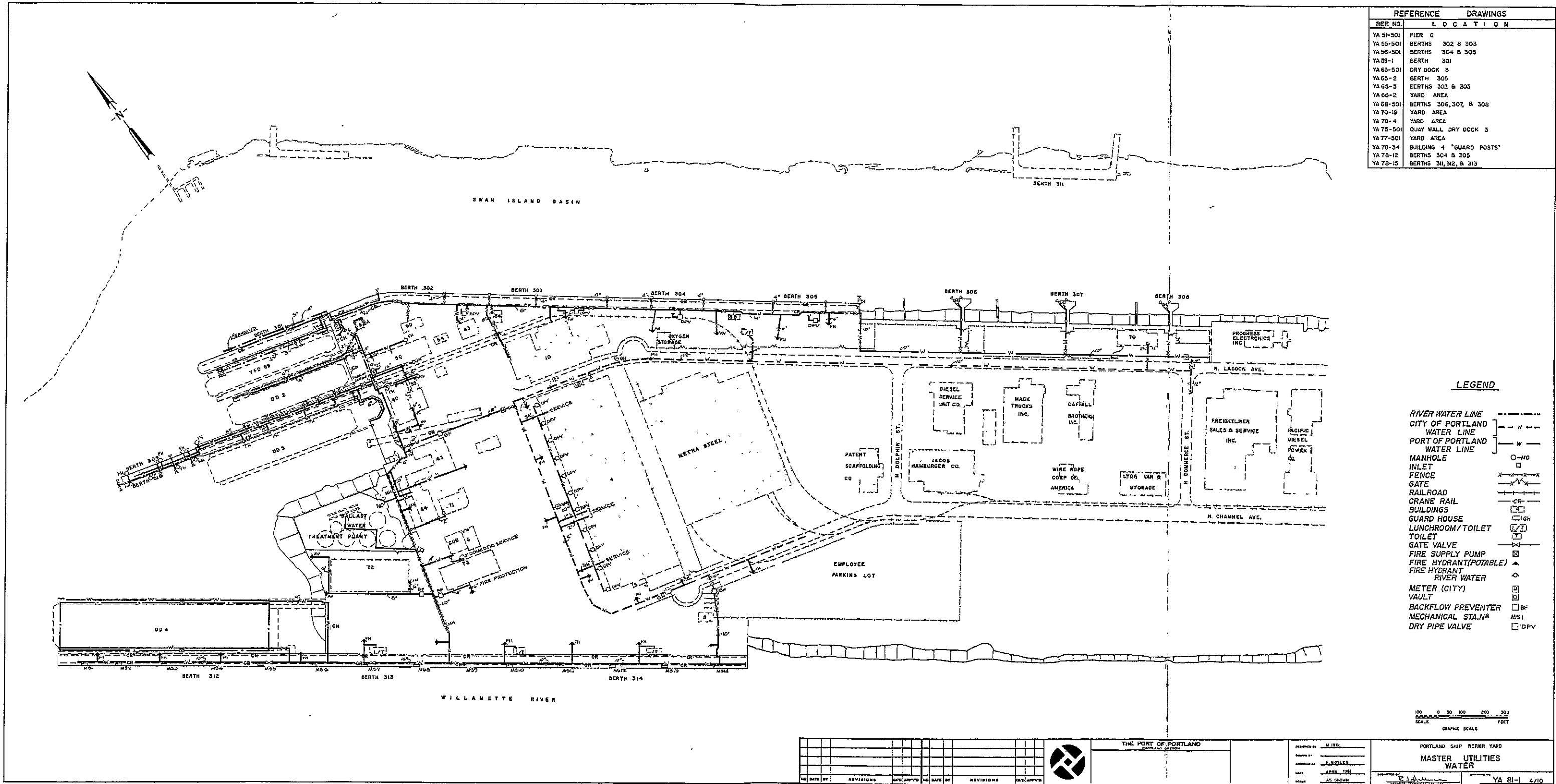


FIGURE 5.2A

- Freeze protection of exposed waterlines is a major problem at the yard. Currently this protection is provided by leaving drain lines open during the winter months. The drains are poorly located because water is being directed onto wood structures at numerous points along Berths 302-305, causing rot.
- The river water system is in fair condition with the exception of approximately 400 feet on the lagoon side of Pier A, which is in poor condition.
- Potable water mainlines are in good condition with the exception of 200 feet on the lagoon side of Pier A. This section is badly corroded and leaking. Mainline isolation valves are adequate, except for Pier C. Presently Dry Dock 3's water supply is shut off whenever Pier C lines are isolated. See Figure 5.2A for existing valve locations.
- Potable water service connections on Pier C and Berths 306-308 are in good condition. Connections along Berths 301-305 are in poor condition because of numerous leaks and no standard manifold connections. Fire hose connections have, for the most part, been changed over to standard pipe fittings.
- Fire hydrants along Berths 302-305 are not adequately guarded and the area around them is not marked satisfactorily.

- The fire protection sprinkler system along Berths 302-305 is generally in good condition. The test indicated water spray coverage to the under deck beams to be marginal. The dry pipe valve vaults collect water and there is no provision for pumping or draining.

## B. RECOMMENDATIONS

### 1. Priority

- Replace 200 feet of potable water line at Berth 301, including service connections, and insulation on the entire system.

Estimated Cost \$ 30,000

- Replace the river water line at Berth 301 including service connections and insulation.

Estimated Cost \$ 40,000

- Remove and replace the upright sprinkler heads under Berths 302-305 with pendent heads per National Fire Protection Association No. 13, Chapter 13, Paragraph 3-15.1.1. As a check, before installation of all new heads, it is recommended that a few heads of the pendent type be installed and tested for spray coverage and pattern.

Estimated Cost \$ 55,000

- Provide ten new contractor service connections along Berths 302-305 which would include manifolding, valves, freeze protection drains, insulation, guarding and identification. This would include both potable and fire connections

with vandal-proof fire hose cabinets.

Consideration should be made to locating these service connections in utility stations on the top deck. See related recommendations in Sections 5.1, 5.3 and 5.4.

Estimated Cost \$ 40,000

- Shipyard staff has purchased a thermostatically operated water drain. It is recommended that testing of the device be done to evaluate its dependability. Testing should be complete by this fall for installation by winter. These devices respond automatically to outdoor temperature changes and begin to open when the temperature drops to 40°F and close when the problem of freezing no longer exists. Their automatic operation results in significant amounts of water and cost savings.

- Install mainline isolation valves at the quay wall end of Pier C on river and potable water lines.

Estimated Cost \$ 6,000

- Install new fire hydrant guards and repaint the clear area around each hydrant.

Estimated Cost \$ 15,000

### 5.3 COMPRESSED AIR

#### A. CONDITION

##### 1. Description

The old and new yard areas are currently supplied compressed air from two separate, but interconnected compressor plants consisting of:

- The old plant, located in Building 60, with 4-1750 CFM compressors for a total capacity of 7,000 CFM at 100 PSIG.
- The new plant, located in the central utility building, with 4-2500 CFM compressors for a total capacity of 10,000 CFM at 125 PSIG.

Because of it's higher pressure and moisture removal capabilities, the new plant produces a higher quality air for the yard area. When the interconnection between the two plants was completed last year, it was found that the new plant could supply the normal total yard demand. Since then, the old plant has been put on a stand-by basis, to be used only when system pressure cannot be maintained by the new plant. See attached Figure 5.3A for a detailed distribution piping system description.

##### 2. History

Major reconstruction and additions to the system are as follows:

1940's      Original lines along Berth 301-303.

- 1952      Original Kaiser shipyard compressors moved to Building 60 and service to Pier C installed.
- 1956      Extension of service to Berths 304-305.
- 1968      Extension of service to Berths 306-308.
- 1980      Interconnection of the old yard system to the shipyard expansion's system.

3.    Tests/Inspections

Tests and inspections were completed by R. J. Boyles, Port engineer, which consisted of:

- Internal and external visual inspection of the system.
- Interviews with Port and ship repair contractor personnel.
- A static pressure test was conducted to determine system leakage and base load condition.

4.    Present Condition

- The static pressure test indicated a 1,500 CFM base load. Half or 750 CFM is attributed to leaking valves and contractor hose connections. The most prevalent leaks were at connections along Berths 301 through 305. The remaining leakage was difficult to locate, but assume that over the entire system normal small leaks would account for the difference.

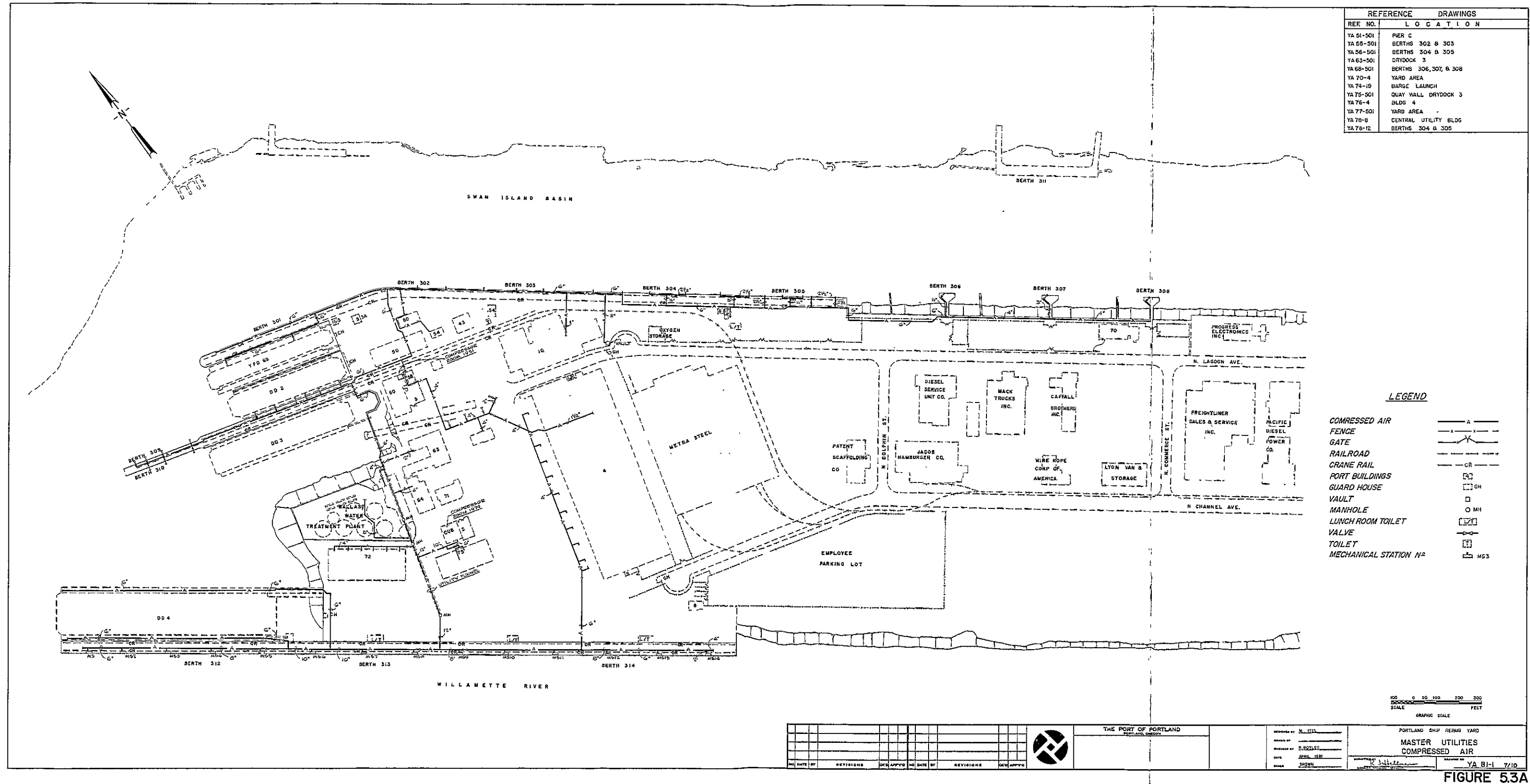


FIGURE 5.3A



- Mainlines were judged to be in fair to good condition. Size and capacity of mains is adequate under normal demand with a few minor exceptions when the yard is very busy. Air compressor capacity is adequate since the old yard was interconnected with the new plant.
- Moisture removal equipment should be adequate with the dryers installed in the new central utility plant, but ship repair contractors indicated excess moisture in the lines at Berths 302-305. There are no moisture traps in the system currently.
- Location and number of mainline isolation valves are satisfactory except at the locations indicated in the recommendations. See Figure 5.3A for existing valve locations.
- Contractor service connections on Pier C and Berths 306-308 are generally in good to fair condition, but lack any identification. Connections on Berths 301-305 are in extremely poor condition because of leaking valves, and no standard manifolds or identification. The location of connections along Berths 302-305 are located above and below the deck level. The connections located below create a safety hazard along the walkway because hoses have to be layed across them and the topside connections are not adequately guarded.
- The old compressor plant has performed satisfactorily as a backup to the new plant.

## B. RECOMMENDATIONS

### 1. Priority

- Implementation of a leak sealing program. If leakage could be reduced by 750 cubic feet per minute, the savings to the Port, based on air cost of \$.15 per 1,000 CFM, would be \$40,000 per year. These savings could be easily realized by maintaining valves and monitoring contractor service connections.

Estimated Cost    \$ 20,000

- Move all contractor service connections to the top deck on Berths 302-305. Provide adequate manifolding valves, guarding and identification on all connections on Berths 301-305. This will assist in the monitoring and inspection program and will eliminate the safety hazard created by the connections located on the lower walkway along Berths 302-305. See related recommendations in Sections 5.1, 5.2 and 5.4.

Estimated Cost    \$ 40,000

- Install mainline isolation valves at Pier A and Berth 303.

Estimated Cost    \$ 3,000

- Install a moisture trapping station at Berth 302. This will filter any excess moisture out of the system to Berths 302-305 and extend line life by reducing internal pipe corrosion.

Estimated Cost    \$ 3,000

#### 5.4 NATURAL GAS AND OXYGEN

##### A. CONDITION

###### 1. Description

Natural gas is supplied by a Northwest Natural Gas Company main that comes down N. Lagoon Avenue to the front of Building 4, runs along the front of the building and turns up Channel Avenue. From this gas company loop system there are four points of supply to the yard area. The old yard is metered at two locations which are:

- Southwest corner of Building 10 for general yard area (contractor service connections).
- East side of Building 58 for the boiler plant.

The new yard and Building 4 are metered at:

- Southwest corner of Building 4.
- North side of the central utility plant.

Contractor service connections for natural gas are metered at approximately 17 locations. These meters are used by the Port to bill contractors for their usage.

Oxygen is supplied by a 6,000-gallon tank located south of Berth 304 along N. Lagoon Avenue. The distribution lines and outlets are located adjacent to the gas lines because they are used together. Oxygen usage is not metered, but determined as a portion of the gas used.

See attached Figure 5.4 A for a detailed distribution piping system description.

2. History

Major system construction and modifications are as follows:

- 1969      Original construction of system.
- 1974      The gas meter for the old yard supply was relocated to it's present location and lines to the barge launch area were installed.
- 1979      Gas and oxygen lines installed to the new yard.

3. Tests/Inspections

Tests and inspections were completed by R. J. Boyles, Port engineer, which consisted of:

- Visual inspection of distribution lines.
- Interviews with Port and ship repair contractor personnel.
- Minimum gas demand was measured during off peak conditions.

4. Present Condition

This system is approximately 10 years old, and because of its age, is in the best condition of any of the mechanical utilities. The gas demand measured during

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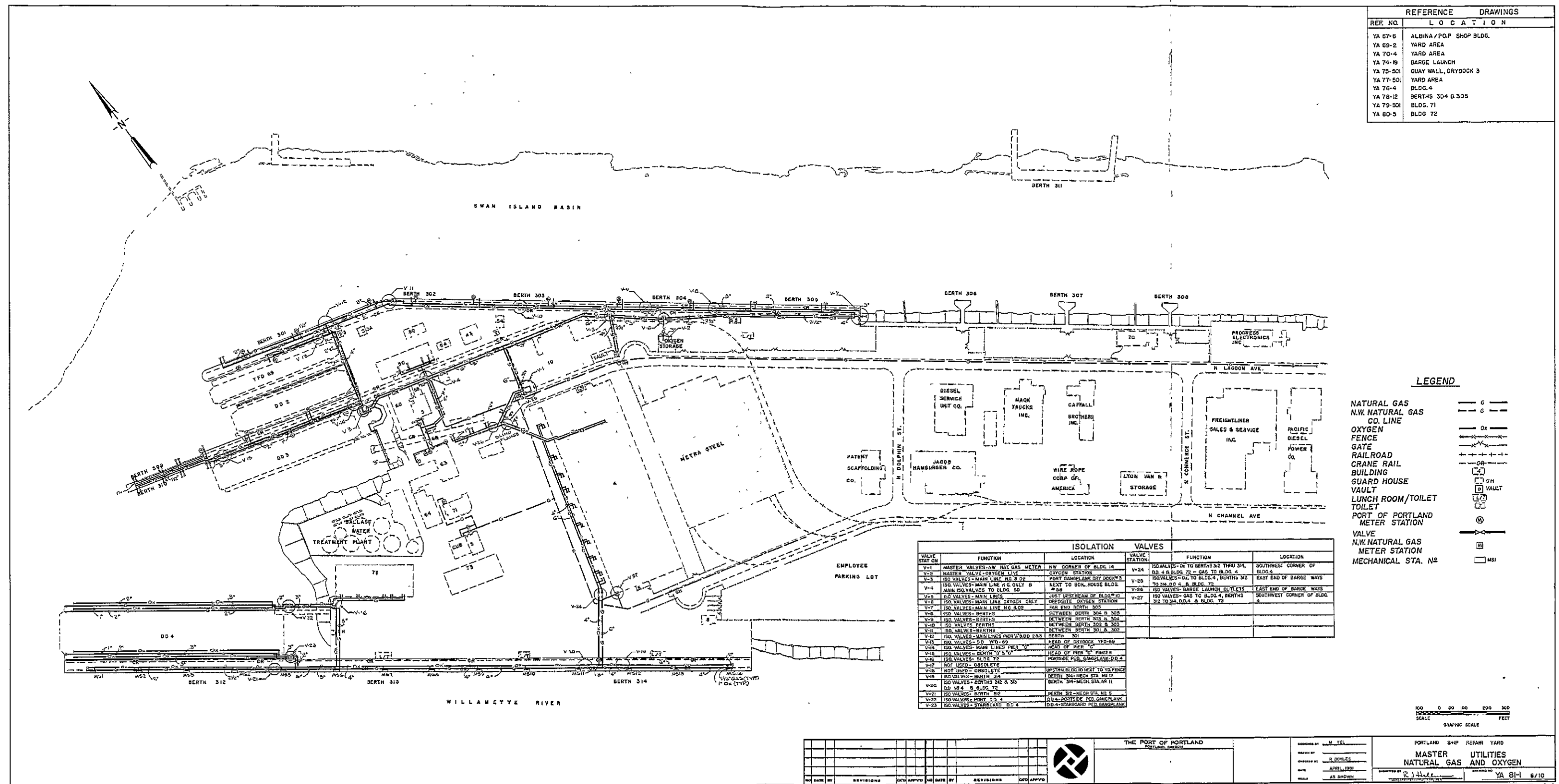


FIGURE 5.4A

the off peak period was 10 CFM. This is considered normal for the size of the system. The capacity, location, and number of service connections is adequate. They are identified by color coding of the lines.

The following deficiencies were noted:

- Gas meters at contractor service connections are a frequent maintenance problem and they require policing by shipyard staff to minimize abuse.
- Pier A meter stands are subject to damage because guarding is structurally too light.
- The location and number of mainline valves for isolation of the system is adequate. See Figure 5.4A for existing valve locations.
- Access to service connections along Berths 301-305 and the end of Pier C is poor. They are located in the curb and at the same height as the curb. This provides fair protection from damage, but is difficult to make connections.
- No flash-back arrestors at service connections. This is a requirement of the National Fire Protection Code No. 51., Chapter 5, Paragraph 522.
- Because of differential settlement between valve boxes and the ground around them, some misalignment between pipe and valve box sleeves was noted.
- The oxygen tank foundation has numerous cracks because of differential temperatures caused by ice buildup.

- There are no service connections to the Port's maintenance shop.

## B. RECOMMENDATIONS

### 1. Priority

- Provide new service connection stations along Berths 301-305 and at the end of Pier C. They should be moved away from the curb for better access, manifolded, flash-back arrestors added, and guarded. Consideration should be given to locating these service connections in utility stations on the top deck. See related recommendations in Sections 5.1-5.3.

Estimated Cost \$ 40,000

- Inspect valve boxes on a regular basis to insure that pipes are not being damaged.
- A new oxygen tank foundation is recommended and, at the time of this report, is being designed.

Estimated Cost \$ 15,000

- Extend service connections to the Port's shop area.

Estimated Cost \$ 5,000

## 5.5 SANITARY SEWER

### A. CONDITION

#### 1. Description

There are two City of Portland sewer mains that service the yard area, which are:

- Twelve-inch diameter line that is buried along N. Lagoon Avenue to approximately the midpoint of Building 10.
- A 18-inch diameter line that is buried along N. Channel Avenue to the shipyard main entrance.

The Lagoon Avenue main services Buildings 10 and 70, including the restroom at Berth 305. Two Port of Portland mains, a 12-inch and 10-inch diameter, drain into the city's main at Channel Avenue. Three Port of Portland branch lines that service Buildings 4, 50, 60, 63, 64 and 71 drain into these Port mains. The old yard area has a gravity flow system with no pump stations required. The new yard has two pump stations to enable draining into the city's main at Channel Avenue. See attached Figure 5.5A for a detailed system layout.

#### 2. History

Major system construction and modifications are as follows:

1952	Septic tank system installed to Buildings 50 and 60.
------	--



- 1963 Service installed to the restroom located at the northeast corner of Building 10 (Berth 303).
- 1964 City of Portland mains installed along Lagoon and Channel Avenues.
- 1966 Service connected to Building 64.
- 1968 Service connected to Building 63 and the restroom at Berth 305.
- 1979 Installations of the two pump stations and lines to service the new yard expansion.
- 1980 Berth 305 ship service connected direct to city main on Lagoon Avenue.

3. Tests/Inspections

Inspections were completed by R. J. Boyles, Port engineer, which consisted of:

- Visual inspection of lines at manholes.
- Interviews with Port and ship repair contractor personnel.

4. Present Condition

The sewer system appears to be in good condition. Mains and branches appear to be sized and sloped adequately for good drainage. Location and number of manholes and cleanouts are satisfactory for maintenance of the system.

Meetings with shipyard personnel indicated a minor capacity problem with Building 10. The drainage system in the building requires more frequent cleaning as compared to other buildings in the yard.

B. RECOMMENDATIONS

1. Priority

- No recommendations are made at this time. Maintenance on this system appears to be normal and generally not a problem.

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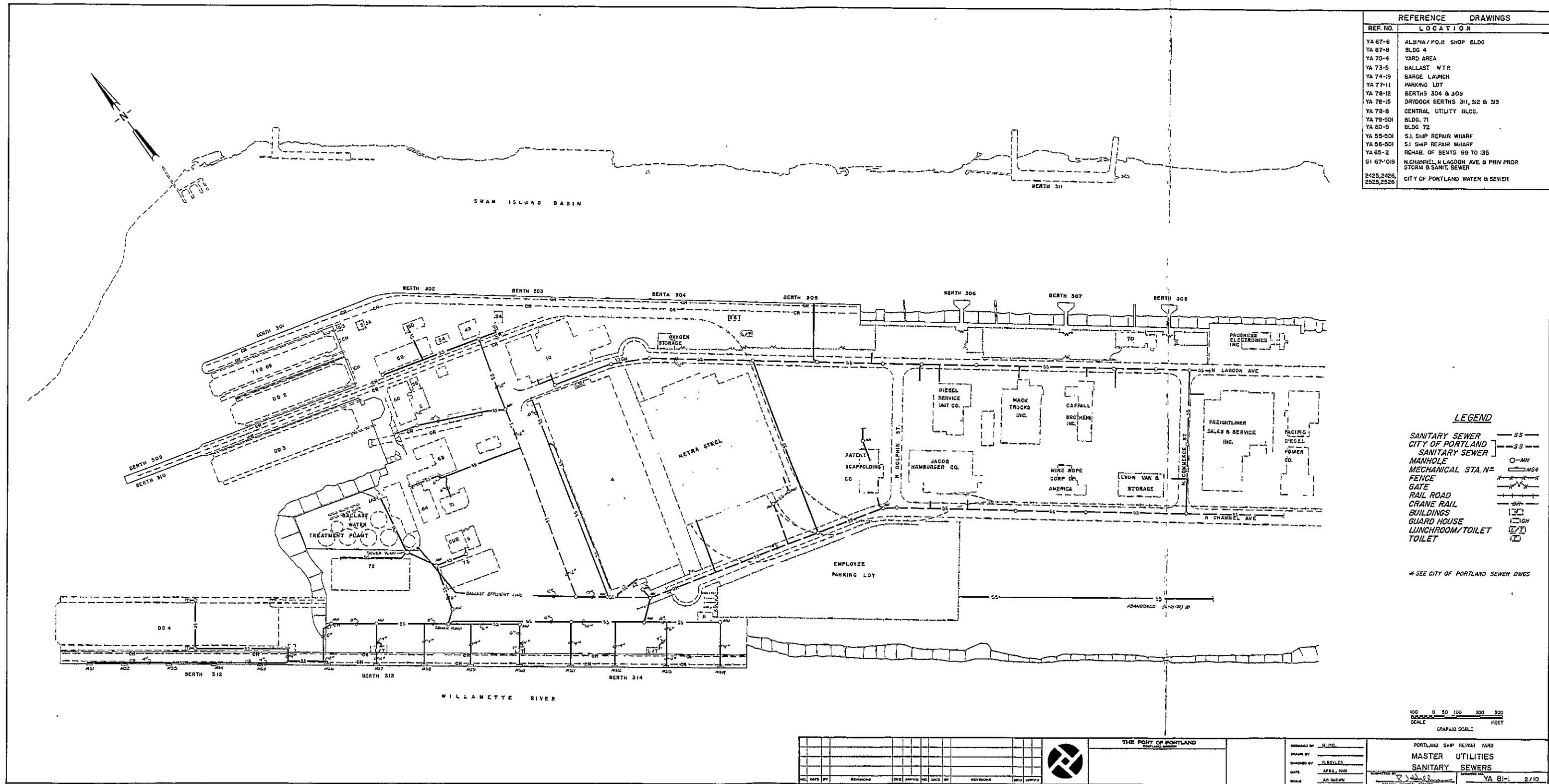


FIGURE 5.5A

## DIVISION 6 - ELECTRICAL SYSTEMS

6.1	Power Distribution System	6-1
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6.2	DC System	6-35
6.3	Exterior Lighting	6-40
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	Figure 6.4A	
6.5	Telephone System	6-51
	Figure 6.5A	

## DIVISION 6 - ELECTRICAL SYSTEMS

### 6.1 POWER DISTRIBUTION SYSTEM

#### A. CONDITION

##### 1. Description

The flow of electrical power through the Port's distribution system within the old portion of the ship repair yard is illustrated on Figure 6.1A. (Flow on this drawing is left to right.) The physical location and underground routing of this system is illustrated on Figure 6.1B.

Key factors affecting the function, the condition, and the recommendations of the power system in the old yard area are:

- The supply point is the new Central Utility Substation (CUS) adjoining the CUB.
- Power flows from the CUS to Substation 1 via a new cable with an 8,200 KVA (power) capacity.
- A second new cable with equal capacity was installed from the CUS to Substation 1 for future use.
- The supply voltage from the CUS is 12,470 volts. This is the standard utility company voltage and it is utilized throughout the 1978-80 yard expansion area.
- Much of the major transformation equipment in the old yard area will not operate properly at 12,470

volts. The older transformers accept only 11,000 volts. Therefore, the complete primary voltage distribution system within the old yard area must operate at 11,000 volts as presently connected.

- Therefore, the 12,470 volt supply must be reduced to 11,000 volts. This is done by an auto-transformer in Substation 1 which has a capacity of 6,000 KVA.
- All power in the old portion of the Ship Repair Yard (except Buildings 4, 64, and part of 63) must go through Substation 1.
- Power is distributed by high voltage (11,000) underground cables to the substations and transformers where the voltage is reduced to usable operating voltages (Typically 480 volts and 120/240 volts).
- Most substations and transformers are supplied by two cables from Substation 1. This provides redundancy; loads can be split in normal circumstances or put all loads on one cable in the event of a failure.

## 2. History

The condition of an electrical system is to a large extent a function of the age of the equipment. The following is a list of the key elements of the electrical system and their respective history:

- Substation 1
  - \* 1951 - Originally built in conjunction with the construction of Pier C. It is believed

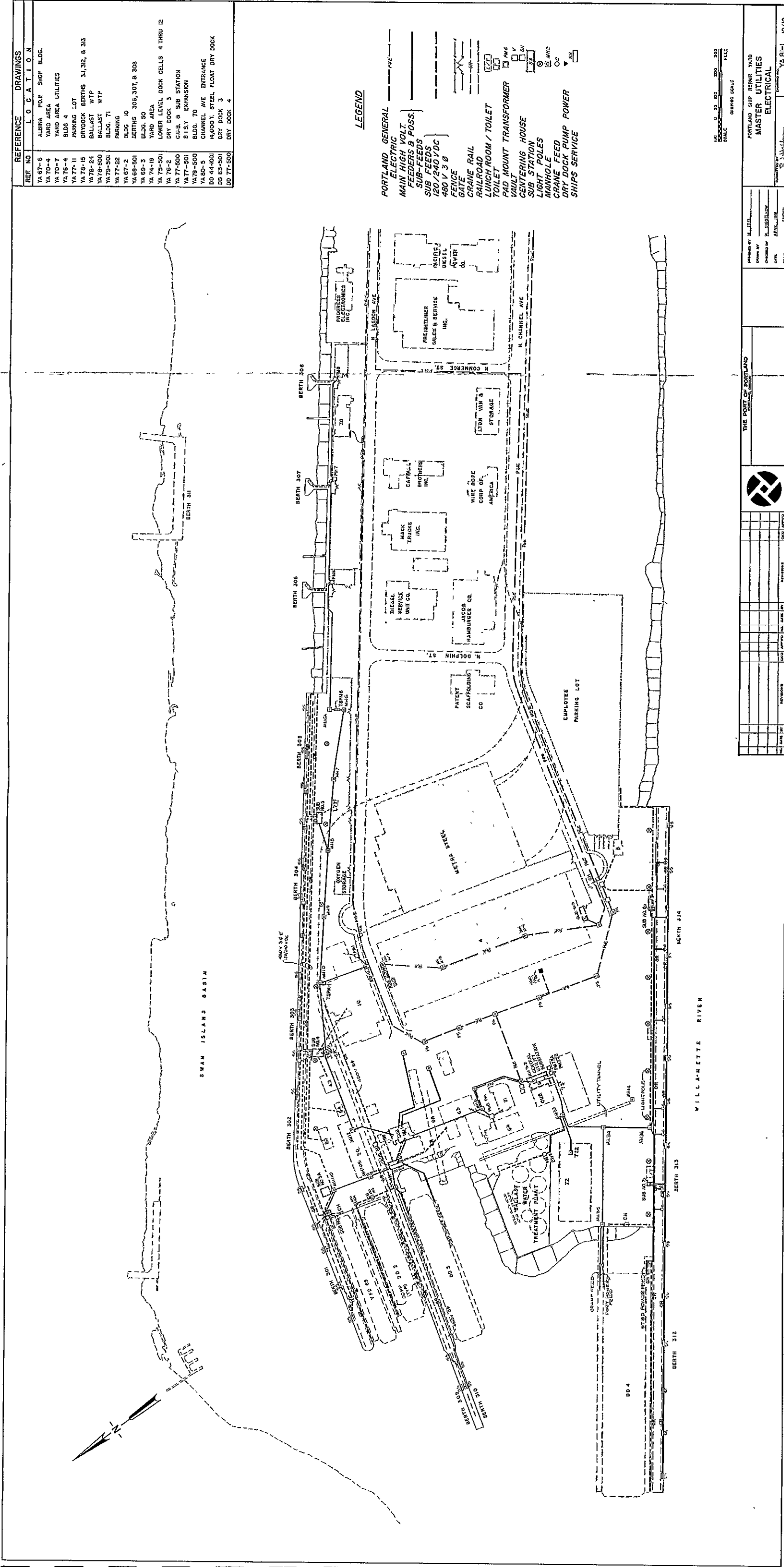


REF. NO.	DESCRIPTION
VA 67-6	ALBANY POP. SHOP BLDG.
VA 70-4	YARD AREA UTILITIES
VA 70-7	YARD AREA UTILITIES
VA 76-4	BLDG. 4
VA 77-11	PARKING LOT
VA 78-19	OUTDOCK BERTHS 311, 312, & 313
VA 78-24	BALLAST WTP
VA 79-500	BLDG. 71
VA 79-501	PARKING
VA 79-502	BLDG. 69
VA 67-2	BLDG. 69
VA 68-901	BERTHS 306, 307, & 308
VA 69-3	BLDG. 50
VA 74-19	YARD AREA
VA 75-501	LOWER LEVEL DOCK CELLS 4 THRU 12
VA 76-2	DRY DOCK 3
VA 77-500	CUB. & SUB STATION
VA 77-501	513.1 EXPANSION
VA 79-500	BLDG. 70
VA 80-3	CHANNEL AVE ENTRANCE
DO 44-600	WOOD I. STEEL FLOAT DRY DOCK
DO 63-501	DRY DOCK 3
DO 77-500	DRY DOCK 4

LEGEND

PORTLAND GENERAL  
 ELECTRIC  
 MAIN HIGH VOLT.  
 FEEDERS & POSS.  
 SUB FEEDS  
 120/240 VDC  
 480 V 3 Ø  
 FENCE  
 GATE  
 CRANE RAIL  
 RAILROAD  
 LUNCH ROOM / TOILET  
 TOILET  
 PAD MOUNT TRANSFORMER  
 VAULT  
 CENTERING HOUSE  
 SUB STATION  
 LIGHT POLES  
 MANHOLE  
 CRANE FEED  
 DRY DOCK PUMP  
 POWER  
 SHIPS SERVICE

0 50 100 150 200  
 SCALE  
 GRAPHIC SCALE  
 FEET



THE PORT OF PORTLAND		PORTLAND SHIP REPAIR YARD	
MASTER UTILITIES		ELECTRICAL	
DESIGNED BY	M. J. JILL	DESIGNED BY	M. J. JILL
CHECKED BY	M. J. JILL	CHECKED BY	M. J. JILL
DATE	APRIL 1978	DATE	APRIL 1978
SCALE	AS SHOWN	SCALE	AS SHOWN

FIGURE 6.1B



that used equipment, oil circuit breakers and transformers were utilized (Kaiser Shipyard vintage).

- \* 1962 - The metal enclosed switch gear to serve Dry Dock 3 and Substation 3 was installed.

- \* 1979 - The new primary cables to supply Substation 1 from the CUB and a used 6,000 KVA auto-transformer purchased from PGE were installed.

- Substation 2

- \* 1951 - Built in conjunction with the construction of Building 60 and Pier C, and together with Substation 1.

- \* 1976 - Primary disconnect switches to Dry Dock 3 installed as a part of modifications required by quay wall cell failure.

- Substation 3

- \* 1961 - Built to supply Pier A and the Navy Dry Dock reusing existing conduits in Pier A.

- Substation 3A

- \* 1964 - Built to house additional motor-D.C. generator sets.

- Substation 4

- \* 1955 - Built from an old Kaiser shipyard substation to supply Berths 302 and 303, then under construction.

- \* 1968 - Electrically and structurally upgraded.
- Substation 5
  - \* 1956 - Built in conjunction with the construction of, and to supply power to, Berths 304 and 305.
- Pad Mount Transformer PM-1
  - \* 1967 - Together with primary switch TSPM-1, installed in conjunction with the repowering and rewiring Building 10.
- Pad Mount Transformers PM-6, 7 and 8
  - \* 1968 - Together with primary switch TSPM-6, these transformers and secondary equipment were installed in conjunction with the construction of Berths 306, 307, and 308.

### 3. Tests/Inspections

- A detailed electrical survey was performed by Lewis M. Perkins of Perkins Engineering, Inc. A copy of his report is included in the separate Appendix under Division 6. This report was a key element in this electrical survey. Additional outside sources of information were the result of Operations' electrical staff initiative. These reports were reviewed as a part of this evaluation and are included in the separate Appendix under Division 6:
- \* A proposal from Warren Jones, General Electric Company, for the upgrading of the power

supply and control of the old air compressors. His proposal was the result of his review of the system.

- \* An evaluation and recommendation report by Bobby G. Fisher, Utility Systems and Applications, Inc., provides information on metering within the shipyard.

Additional field survey, discussions with Port and contractor staff (minutes included in Perkins' report) and a thorough review including discussions with Lew Perkins regarding his report were performed by and assembled into this report by W. E. Siggelkow, Port engineer.

#### 4. Present Condition

The report prepared by Lewis M. Perkins lists specific recommended corrective measures by component or area. These recommendations are specific and reflect specific present conditions. The following is a condensation of the electrical system condition, including all key items and grouping lesser items by type:

- The primary cable supply from the CUS to Substation 1 is new, in good condition, and of adequate capacity.
- \* One cable is utilized with an 8,200 KVA capacity.
- \* One cable is spare with equal capacity.

- Substation 1

- \* Capacity is limited to 6,000 KVA because all power must go through the auto-transformer. As a reference there is 18,800 KVA total transformation capacity downstream of the 6,000 KVA unit. It is believed that present peak loads may well be close to this auto-transformer capacity.
- \* The open bus bar structure is sound, but paint system has failed.
- \* Open bus isolating air switches are reported to be inoperable--probably an age, corrosion, and lack of lubrication problem.
- \* Some of the bus bars vibrate (about one inch of amplitude in some cases) when old compressors are operating; since this has probably been continuing for 30 years, metal fatigue may cause a failure in the future.
- \* System does not have lightning arrestors.
- \* The oil circuit breakers (OCBs) are old and in very poor condition. Two of the units are inoperable.
  - \*\* One has been replaced by a recloser switch leased from PGE (an inappropriate application).
  - \*\* One has effectively rendered the largest of the two main feeders to the east part of the yard unusable.

- \* The transformers, though old, appear to be in good condition except for the need of cleanup and minor maintenance. They will not accept 12,470 volts.
  - \* Equipment labeling poor or nonexistent. One line drawing and operating instructions not available.
  - \* Lighting not adequate for night operations, particularly important in emergency conditions.
  - \* Other than general maintenance needs, the metal switch-house is in good condition.
  - \* Equipment and yard is dirty and shows its age.
- Substation 2, located inside Building 60, does not transform 11,000 volts to operating voltages; its transformation is located in Substation 1. It does distribute working voltages as shown on Figure 6.1A, it supplies and distributes D.C. (see Section 6.2, D.C. Systems), and contains two high voltage disconnect switches for Dry Dock 3's two power supply feeders.
- \* Switch boards are obsolete; it is questionable whether they would function properly in fault conditions (switching power off in high short circuit current conditions)..
  - \*\* The open interior construction makes selective maintenance dangerous.
  - \*\* The open interior would not necessarily contain switchboard fault to one switch, should the switch fail and start to burn

- \*\* Spare parts are not readily available if they can be found at all.
- \* The room is dirty and difficult to maintain clean due to dust infiltration. No positive ventilation.
- \* Equipment is not adequately labeled; operating instructions and one-line drawings not in evidence.
- \* High voltage disconnects to Dry Dock 3 are located half inside and half outside of the building.
- \*\* Clearances not adequate around unit, a code and safety problem.
- \*\* Interior switch equipment is covered with sandblast dust.
- \*\* Access to switch operators and to interiors are pad locked (good), but also secured with five sided bolt requiring a special wrench--believed to be unavailable.
- \* Room poorly lighted and no emergency lights.

- Substation 3 is a two-room building, one side containing the high voltage and transformers; the other, working voltage distribution equipment.

- \* Exposed primary bus is utilized. Its clearances are non-code and hazardous. Equipment is obsolete.

- \* Transformers accept only 11,000 volts. They are old, but quite functional with routine maintenance.
  - \* Primary transformer protection and switching is via an obsolete oil circuit breaker; manual operation of this switch is via mechanical linkage to an operating lever in the secondary room.
  - \* No lightning arrestors on primary.
  - \* 480-volt switchboard is obsolete. Construction and lack of clearance around board discourages maintenance.
  - \* Labeling is inadequate; one-line drawings and operating instructions not in evidence.
  - \* Dust infiltration very evident. No heating or positive ventilation.
  - \* Lighting poor. No emergency lights.
- Substation 3A is a single-room structure housing four D.C. motor-generator (MG) sets (see Section 6.2, D.C. System).
- \* Dust infiltration evident. No heating. Poor ventilation system.
  - \* Lighting poor. No emergency lights.
  - \* No one-line or operating instructions.

- Substation 4 houses primary, primary switching, transformation, secondary distribution equipment, and DC MG sets.
  - \* Primary is fully enclosed. Primary switching and transformer protection is via a good quality fused air switch.
  - \* No lightning arrestors.
  - \* Structure is in good condition and room has adequate space.
  - \* Transformer is old, but will perform well with routine maintenance. This unit will not operate at 12,470 volts input.
  - \* At sometime in the past, the two transformers presently located outside of Substation 5 were installed just outside of Substation 4. The temporary high voltage connection equipment is still in place.
  - \* Labeling not complete, operating instructions and one-line drawing not evident.
  - \* Ventilating system exists, but dust infiltration is evident. Building is not heated.
  - \* General lighting is good, but there is no emergency lighting.
- Substation 5 houses primary, primary switching, transformation, secondary distribution equipment and DC MG sets. Two additional transformers, and their associated primary and secondary switch gear



are located alongside of the structure; the primary supply to these come through the wall from the inside of the substation structure.

- \* Exposed primary bus is utilized. Clearances are non-code and hazardous.
- \* The transformers are old, but will perform well with routine maintenance. They will not accept 12,470 volts.
- \* The inside transformer is protected by an obsolete OCB; but can, in some switch conditions, be supplied without proper over-current protection.
- \* The outside transformers are well protected by primary fusing, but an obsolete OCB is utilized for switching and additional protection.
- \* The OCBs are of the same type as in Substation 1 and are as hazardous.
- \* No lightning arrestors.
- \* Secondary switchgear is very old and its reliability is questionable.
- \* The structure is old and space is not adequate for equipment--clearances are not adequate.
- \* Ventilation system is not adequate. Dust infiltration is almost automatic. No heating. Equipment is dirty.

- \* Labeling is not adequate. No one-line or operating instructions.
- \* Lighting is poor. No emergency lights.
- Padmount Transfer Switch TSPM-1 is an outdoor high voltage switch which normally supplies power to pad mount transformer PM-1 by selecting one of the two feeders out of Substation 1; however, since one OCB in Substation 1 is out of service, this switch has been tying the two feeders together--a potential overload condition. The switch is in poor condition. The operator is damaged on one switch requiring a wrench or channel-locks to operate it.
- Padmount Transfer Switch TSPM-6 is an outdoor high voltage switch which supplies power to the cable supplying pad mount transformers PM-6, 7 and 8, by selecting one of the two feeders out of Substation 1. This switch is in good condition, requiring only routine maintenance and cleanup of the surrounding area.
- Padmount Transformer PM-1 supplies part of Building 10.
- \* Area round transformer needs a gardener. Access slightly restricted due to contractor storage.
- Padmount Transformers PM-6, PM-7, PM-8 supply Berths 306, 307 and 308 respectively. Each unit has an enclosed small working voltage distribution center.
- \* Labeling not adequate. No one-line drawing or operating instructions.

- \* Primary switches are single pole fuse type--operating one pole at a time in these locations can be hazardous.
- \* The equipment is in need of a general cleanup and repainting.
- \* Each unit is suitable for extended use with routine maintenance.
- \* The transformers are designed to accept 12,470 volts by changing taps.

- Manholes and underground duct systems.

- \* Some manholes are wet. Dust and ash have accumulated.
- \* High voltage, operating voltage (less than 600 volts), and DC cables often must share the same manhole; a major failure in one cable system in a manhole could damage all cables in that manhole. Supports, separation, and fireproofing protect adjacent cables from this type of failure.
- \*\* Some supports are not secured.
- \*\* Some cables are not adequately separated.
- \*\* Cable fireproofing needs checking.
- \* Cables are not identified.

- Pier A electrical consists of 480 volt AC and 125/250 volt DC to Berth 301 service connection points and to YFD-69.
- \* Conduit systems are installed under the deck in the cell structure. Movement in this area has damaged some of these ducts and the cable in them.
- \* Some of the service stations on Pier A are routed through a below grade vault in the pier. The vault often has standing water. Switchgear in the vault is in poor condition. The combination is very hazardous to personnel.
- \* Service connection boxes, long been known as "suicide boxes", are located over the bull rail with poor accessibility. Only two of the original five stations are operational.
- \* 480 volt cables have been failing in this area--age and water appear to be the cause.
- \* Service connection boxes are 600 amps maximum by original design, but system condition indicates that service capability falls short of design and typical present needs.
- Berths 302-305 are served by Substations 4 and 5. Cables are insulated conductors suspended from insulator structures under the pile caps. Service points are tapped of the main feeders at regular points along the pier. The service points are located under the pier, accessible from catwalks, and consist of circuit breaker enclosures which are designed to swing up in the event of high water.

- \* Steam trap discharge and leaks, in some instances, are in too close proximity to electrical equipment--the heat and dampness are extremely destructive to electrical equipment and hazardous to personnel.
- \* Many of the tap boxes, the connection point between the main feeder and the service equipment, appear to be overloaded or have so many connections that they cannot be closed.
- \* Except for the special service points directly adjacent to Substation 5 (2 ea 1,200 amps) which were installed by NWM, each berth has one feeder rated 1,200 amps and it supplies three service stations along that berth. Each service station has a group of circuit breakers (2 ea 400 amps, one 225 amp and one 100 amp). These typically do not meet current ship service needs. The result is tapping the feeder behind the breakers (the previous condition item) or paralleling extra temporary cables.
- \* Ship and repair power service capacity is considered inadequate for today's ships; ship service power and repair service power come from the same feeder.
- \* The ground conductor which runs the length of the pier is too large to readily make connections; the result is a collection of "unique" ground connections--often not adequate.

- \* Service station circuit breakers are old and have had an extreme service life:
  - \*\* High off-on-off cycle frequency.
  - \*\* Frequent overload trips.
  - \*\* Frequent cable connect-disconnect cycles.
  - \*\* Exposure to dirt and moisture--doors left open.
- \* Their condition is suspect--they may trip at half their rating (as contractor personnel have reported) or may eventually fail to trip at all when they should.
- Pier C electrical supplies power to Berths 309 and 310 and to Dry Dock 2. Ariel cables are routed under the deck.
  - \* Access to ariel cables under the pier is difficult. No catwalk.
  - \* Service stations are similar to those on Pier A--hazardous to personnel and poor access.
  - \* Service station capacity to Berths 309 and 310 is only 400 amps total.
  - \* Capacity to Dry Dock 2 is 600 amps--not considered adequate by the contractors.

- The air compressor electrical system consists of a 2,300 volt supply from Substation 1 and 480 volts (and under) from Substation 2. Motor generator sets provide DC for the compressors 350 H.P. synchronous motor fields.
  - \* The motor starting equipment is 1930 vintage--obsolete, questionable reliability and a hazard.
  - \*\* M.G. sets have been a maintenance problem in the recent past.
  - \* Cable testing may show deterioration of the main power cables between starters and machines.
  - \* The compressor control console, though relatively new, according to reports has never functioned properly--it is not an automatic system, except for shutdown.
- Portable Equipment
  - \* The Port provides two 1,200 amp and one 400 amp buck-boost transformers to utilize at ship service points when a ship requires 450 volts. Since the substation voltages operate at 480 volts nominal (480-510 volts according to contractor claims), the quantity and capacity of these units are a problem:
    - \*\* Some ships (Navy) at times require in excess of the 1,200 amp capacity.

\*\* The number of ships in the yard requiring 450 volts nominal may exceed the number of buck-boost transformers available.

\* The Port has several small portable transformation units--these were originally built to supply 120/240 volts on the dry docks. Due to contractor power requirements on berths, they are now used all over. The nature of portable usage has resulted in poor condition:

\*\* Keeping track of units and servicing them is a problem.

\*\* Exterior use and portable service is hard on the equipment.

- Miscellaneous

\* Overvoltage on the 480 volt side seems to be a problem in the old yard. The utility tends to run voltages high because they drop to normal when the system is heavily loaded (voltage change due to loading is known as "regulation" of the system) particularly at the outer ends of lines.

Overvoltage (above 480v) is hard on some types of equipment and magnifies the ship service 450-volt requirement problem discussed previously.



Charts recording voltage over a four-day period (in Perkins' report appendix) obtained from PGE, show that the voltage is high, ranging from 2 to 6 per cent over nominal.

- \* Metering was inspected by a metering service organization, Utility Systems and Applications, Inc. The related report is included in the separate Appendix under Division 6. The report lists a series of specific problems which can be summarized:
  - \*\* Obsolete/old
  - \*\* Difficult to test and maintain
  - \*\* Hazardous to personnel
  - \*\* Inaccurate
  - \*\* What a given meter is metering is often not known
- \* Crane power supply is discussed in Division 7, under crane reports.
- Maintenance, in general, has not kept up with the deterioration of the system, and deterioration continues to accelerate due to increasing age.

B. RECOMMENDATIONS

Recommendations presented in this section are extensive and affect all most all areas of the electrical distribution system. It is acknowledged that the immediate implementation of all recommendations is totally impractical due to the associated costs.

Priorities presented are based on:

- Safety
- Reliability
- Meeting present demands

Additionally, strong consideration is given to high benefit for lower cost maintenance investments, provided overall priorities can be maintained.

Priorities can and should be altered to accommodate changes in demand, and changes in emphasis of use and development.

Lew Perkins' report, included in the separate Appendix, lists recommendations ranging from major capital expenditures to detailed repair and maintenance items. His report and recommendations, together with the Port engineer's own, are condensed, classified and explained below:

1. Priority

- Recondition Substation 1--The reliability of Substation 1 is of key importance since essentially all power to the old yard flows through it. Ideally this facility could be replaced by one similar to the new Central Utility Substation, a \$500,000 project. This is not necessary at this time. The open bus structure is usable and allows for greater flexibility should changes or additions be required. Its major drawback is its exposure to the elements (moisture, dirt and ash) and that it is possible to reach it with a crane.

The following Substation 1 work should be scheduled earliest:

- \* Replace all of the high voltage oil circuit breakers (OCBs) with air breakers or fused switches.  

Estimated Cost    \$100,000
- Service them in the interim period.  

Estimated Cost    \$ 5,000
- \* Clean, thoroughly check out, and paint the open bus structure. Service, rebuild, or replace manually operated isolating switches on the bus. Additional bus bar support insulators may have to be added if the old compressors are run on a continuous basis.  

Estimated Cost    \$ 13,000
- \* Maintain and check all transformers.  

Estimated Cost    \$ 10,000
- \* Provide better lighting and emergency lighting.  

Estimated Cost    \$ 6,500
- \* Add lightning arrestors to incoming line. This will protect the equipment, the auto-transformer in particular, should a lightning strike come down the line.  

Estimated Cost    \$ 1,500
- \* Provide good labeling, one-line diagrams, and operating instructions in the substation. This will improve safety and system reliability, particularly in the event of an emergency.  

Estimated Cost    \$ 2,000

- \* Schedule a thorough maintenance and cleanup as early as possible with annual servicing thereafter.

Estimated Cost    \$ 5,000

Much of this work will require scheduled shutdowns, affecting most of the old yard area. Work will have to be scheduled weekends and/or early a.m.

The power limitations of this substation are discussed in 2. Considerations, of this section.

- Service and test the high voltage (primary) distribution cabling throughout yard.

- \* Clean all manholes containing primary cable. Check supports, securing, fireproofing, labeling, and separation from other cables. Separation of cable types of differing voltage levels (high voltage: 11,000, operating voltages: 120 to 600; and communication: less than 50) should be physically separated by space or barriers to meet code and safety requirements.

Estimated Cost    \$ 10,000

- \* Clean and inspect cable ends (terminations), located at switches. (Costs included in other work.)
- \* Hipot (high potential) test all primary cable sections, using a special piece of test equipment, the placing of a higher than normal operating voltage (50,000 volts) on the cable section for a period of time (20 to 120 minutes) while current flow (leakage) is monitored and recorded. This work requires

extensive preparation and scheduling often requiring shutdowns of part or possibly all of the old yard system. Each end of the cable section being tested must be disconnected from the switch, cleaned, inspected, and kept clear of all objects during the test.

Special testing service organizations are generally hired to perform these tests, but all of the preparation and completion work must be performed by staff or contractor. Due to the scheduling and shutdown requirements, this work is best done during substation maintenance/cleaning programs.

Estimated Cost \$ 12,000

- Substations, with the exception of Substation 4, have reached an age when thorough designed rehabilitative projects must be scheduled if continuous reliable service is expected.

- \* The scope of these projects should include the correction of the deficiencies as listed in the condition report as a minimum. These minimums could approach complete substation rebuilding, depending on shipyard needs--improving ship service capacity, as an example.
- \* It is recommended that a schedule be established to completely rehabilitate Substations 2, 3, and 5 (after Substation 1). See 2. Considerations, for basis of setting the time frame and selecting the order.

- The following is recommended for all indoor substations:

- \* Thoroughly clean and paint rooms, clean and check equipment.

Estimate Cost     \$ 60,000

- \* Install one-line electrical drawings, accurately and completely label all switches, and provide normal and emergency operating instructions.

Estimated Cost     \$ 12,000

- \* Provide HVAC systems.

- \*\* Seal to prevent dust infiltration.

- \*\* Heaters to maintain minimum 60°.

- \*\* Filtered outside air fans for pressurizing and cooling.

Estimated Cost     \$ 65,000

- \* Replace incandescent lights with industrial fluorescent fixtures. Install emergency lighting.

Estimated Cost     \$ 10,500

- \* Install lightning arrestors on primary equipment.

Estimated Cost     \$ 8,000

- \* For D. C. equipment, see Section 6.2, D. C. System.

- Substation 2, specific recommendations:

- \* The high voltage disconnect switches to Dry Dock 2, being physically located in the outside wall, apparently have been acting as air vent to the outside because the interior is very dusty. This unit should be cleaned and better sealing provided.

Estimated Cost \$ 1,000

- \* When the substation is rehabilitated, it may be necessary to relocate these DD 2 high voltage switches.

Estimated Cost \$ 12,000

- \* Replace secondary distribution switchboards.

Estimated Cost \$ 130,000

- Substation 3, specific recommendations:

- \* Replace oil switch and open primary bus and switches with metal enclosed fused air switches.

Estimated Cost \$ 80,000

- \* Depending on desired load capacity on Pier A (and in the yard--see 2. Considerations), recommend rewinding or replacing transformers to accept 12,470 volts.

Estimated Cost \$ 65,000

- \* Replace secondary distribution switchboard.

Estimated Cost \$ 130,000

- Substation 3A, specific recommendations are in Section 6.2, D. C. System.

- Substation 4, other than the general substation recommendations, there are no additional recommendations unless load requirements are increased or a 12,470 volt primary system is initiated in the future--a new transformer or rewind job would be required.

Estimated Cost    \$ 65,000

- Substation 5, specific recommendations:

- \* Replace oil switches and open primary bus and switches with metal enclosed fused air switches.

Estimated Cost    \$ 155,000

- \* Replace secondary distribution equipment with new switchboard.

Estimated Cost    \$ 80,000

- \* The existing structure and space available may require new structure or structure alterations and improvement.

Estimated Cost    \$ 130,000

- Remaining outdoor primary switchgear and transformation:

- \* Padmount transfer switch TSPM-1 - Service and repair. There is the possibility that this unit cannot practically be brought up to minimum operational and safety standards. Replacement may be required.

Estimated Cost    \$ 40,000



- \* Padmount transformer PM-1 - General service, properly terminate high voltage conductors, connect lightning arrestors, and cleanup area.

Estimated Cost    \$ 2,000

- \* Padmount transfer switch TSPM-6 - General service and cleanup vicinity.

Estimated Cost    \$    500

- \* Padmount transformers PM-6, 7 and 8 - General service and repainting; replacement of single pole fused switches with group operated three pole fused switches.

Estimated Cost    \$ 20,000

- Pier A (Berth 301) ship and repair service power:

- \* Design and install new service stations located at readily accessible locations on the deck.

- \* Provide new cable from Substation 3 to service stations with new conduit routed exterior to the cells below the bull rail.

- \* Since this would essentially be a totally new system, increase capacity to the service points.

- \* Vault would not be used for electrical equipment requiring operation or service.

Estimated Cost    \$ 260,000

- \* Pier A electrical upgrade should be scheduled in conjunction with Substation 3 rehabilitation.

- Berth 302 to 305 ship and repair service:

- \* Design and install new ship service stations  
(Three per berth):

- \*\* Larger tap off the main aerial feeder.

- \*\* Include at least a 1,200 amp breaker in  
group.

Estimated Cost \$ 80,000

- \* As a minimum modify at least one of the three  
stations at each berth.

Estimated Cost \$ 25,000

- \* Service and check condition of existing  
service station breakers not replaced. Test  
breaker functions.

Estimated Cost \$ 30,000

- \* Add parallel ground conductor for ease of  
proper connection.

Estimated Cost \$ 10,000

- Pier C ship and repair service:

- \* Design and install new service stations  
located at readily accessible locations on the  
deck.

Estimated Cost \$ 80,000

- \* Service and repair existing feeders, and taps.

Estimated Cost \$ 15,000

- \* If increased service capacity is desired, feeder capacity and Substation 2 modifications would be required.

Estimated Cost \$ 80,000

- Air compressor electrical power and control is in need of service, testings, and improving. The degree will be a function of future use, ranging from emergency backup service to the new plant, to continuous duty.

- \* Clean and test motor condition--insulation quality.

Estimated Cost \$ 10,000

- \* Test feeder conductors.

Estimated Cost \$ 2,000

- \* Replace starters, motor protection and D. C. supply with modern equipment.

Estimated Cost \$ 150,000

- \* Evaluate control requirements and obtain a functioning auto control system.

Estimated Cost \$ 60,000

- \* For continuous or frequent service, provide:

- \*\* Fluorescent lighting.

- \*\* Positive ventilation with dust control.

- \*\* Repainted room.

Estimated Cost \$ 40,000

- Portable Equipment

It is recommended that the Port re-establish the criteria with respect to the Port's responsibility in providing power supplies at voltage levels not normally available at service stations. It may not be necessary to supply and maintain portable transformation units for non-480 volt contractor requirements if the contractors are given that responsibility.

- A major contractor complaint is the overvoltage condition in the yard. It appears that a possible solution would be an adjustment to the Port auto-transformer in Substation 1. This would lower the voltage throughout the old yard area.

A brief analysis voltage study, would be required to make sure that our system regulation and equipment would function properly at the lower voltages.

It is expected that this approach will work and may possibly eliminate or reduce the need for portable ship service auto-transformer.

A total shutdown of Substation 1 would be required to make the change.

Estimated Cost     \$ 2,000

If this approach does not work, additional larger buck-boost transformers may be required for ship services.

- If billing the contractors for power usage is to be continued, a thorough servicing and replacement program of the metering system is recommended.

Estimated Cost    \$100,000

Additionally, if billing is continued, it is recommended that it be expanded to include demand charges and reactive power charges. The metering system would have to be expanded to provide this data.

Estimated Cost    \$ 30,000

If billing is to be discontinued, it is recommended that metering be maintained to a limited degree. It can provide on-going system load information which is valuable in maintenance, planning and design.

Estimated Cost    \$ 30,000

## 2. Considerations

- The degree of the scope of work resulting from the recommendations presented is large and by necessity would cover a period of years. The following restates key elements of the recommendations in a suggested order-of-high-priority schedule:

- \* Rehabilitate Substation 1 including replacement of OCBs.

Estimated Cost    \$140,000

- \* Check all high voltage cables.

Estimated Cost    \$ 12,000

- \* Service and clean all high voltage equipment.

Estimated Cost    \$ 15,000

- \* Service and clean all substations--possible contract work due to manpower requirements.  
Estimated Cost \$ 50,000
- \* Service, clean and upgrade service stations along Berths 302 to 305.  
Estimated Cost \$ 100,000
- \* Prepare system voltage analysis and optimize auto-transformer and standard transformer tap settings.  
Estimated Cost \$ 2,000
- \* Test all transformers and OCBs--use Substation 1 OCBs for reconditioning and replacement of other substation OCBs until they, in turn, can be replaced.  
Estimated Cost \$ 20,000
- \* Provide one-line drawings and operating instructions at all primary switching locations and all main distribution switchboards.  
Estimated Cost \$ 12,000
- Total Estimated Cost \$ 351,000

The balance of the recommendations can be scheduled on the basis of establishing a yard usage or emphasis plan, one developed in conjunction with contractor input (note contractor comments in meeting minutes in the Appendix of Lew Perkins' report which is included in the separate Appendix under Division 6).

- To aid in future operations, maintenance planning, and design aid, the following should be considered.

- \* Establish and maintain a ship power requirement log.
- \* Establish and maintain a maintenance log based on areas or elements in the system.
- \* Initiate a load flow study and prepare a load flow diagram.

Estimated Cost    \$ 13,000

- \* Prepare a fault current study---this information provides information on type of new equipment which must be purchased and to select proper fuses and make proper circuit breaker settings.

Estimated Cost    \$ 20,000

- Depending on present demand loading and on the potential future growth, if any, the auto-transformer loading may be reaching its capacity. Additionally, the auto-transformer and its supply essentially is a single source component--should it fail or should demand exceed its rating, a problem results.

There are several approaches to this problem. Selection and design would depend on planning. Two main alternatives:

- \* Use existing spare feeder and install a second auto-transformer. The yard loads could be divided between the two auto-transformers, and with suitable switching capability, the total

load could be placed back on one unit if the other failed--maintaining operations while repairs are being made. Another advantage is that the old transformers can be used indefinitely.

Estimated Cost    \$ 40,000

- \* Set up a dual primary voltage system, transfer these loads (i.e. Dry Dock 3) which can accept the 12,470 volts to the spare feeder. This will relieve some of the load from the auto-transformer and provide a method of gradually upgrading the primary voltage as substations are rehabilitated, ultimately reaching a single primary voltage system standard of 12,470 volts throughout the yard. For example, if Substation 3 is rehabilitated resulting in transformers which will accept 12,470 volts, the existing metal enclosed switchgear structure in Substation 1 could be supplied directly from the Central Utility Substation via the existing spare cable.

Estimated Cost    \$ 20,000



## 6.2 DC SYSTEM

### A. CONDITION

#### 1. Description

The direct current (DC) system in the yard is a 125/250 volt system with generators located in Substations 2, 3, 3A, 4 and 5.

- The system is fully interconnected to allow load sharing, but some isolating is possible by switching.
- DC is supplied by synchronous AC motor--DC generator (MG) sets.
- DC is metered by watt-hour meters on the AC motor supply.
- DC ship service is supplied to Berths 301 to 305, Berths 309, 310, Navy Dock, Pier C (DD2) and Dry Dock 3.

#### 2. History

The DC system developed in conjunction with the yard construction, paralleling the history of the AC power system as described in preceding Section 6.1.

The age of the MG sets does not, however, necessarily correlate with that of the substation history since used equipment was often used.

### 3. Tests/Inspections

- The DC system was surveyed by Lewis M. Perkins of Perkins Engineering, Inc. as a part of the overall yard electrical study. A copy of that report is included in the separate Appendix under Division 6.
- As a result of Port Operations' electrical staff, Mr. G. L. Anderson of Westinghouse Electric Corporation, prepared a report on his work which included specific trouble-shooting and general inspection. A copy of his report is included in the separate Appendix under Division 6.

### 4. Present Condition

The age of the components, once again, strongly affects the condition of the system.

- Both the AC and DC control components of the MG sets are obsolete and are in need of a thorough service testing.
- Sample measurements of DC generator windings proved to be quite low indicating dirt and/or moisture and possible failure of insulation.
- DC distribution cabling, circuit protective equipment, and service stations exhibit the same characteristics as do the AC.
- \* Pier A and Pier C utilize unsafe, difficult to access and maintain service connection boxes.

- \* Cabling is old and showing signs of possible failure.
- \* Circuit breakers are old and unreliable.
- Capacity at service points is considered inadequate at some points.

B. RECOMMENDATIONS

1. Priority

- Determine DC requirements as they presently exist.  
It is believed:

- \* The number of DC ships is declining.

- \* Some of the DC ships that exist (Biddle) demand 1,000 - 1,200 amps.

- Once contractor DC requirements are known, recommend the localizing of DC; i.e., limit the substations with DC generation. Concentrate service and repair in those areas.

- Initiate a service-test-rebuild of MG sets to the extent (number of units) necessary.

Estimated Cost per unit (up to 16 units)    \$ 5,000

- Test all cables. Replace as necessary. Low readings have been caused by tape at splices--replace splices.

Estimated Cost    \$ 25,000

- Service and maintain ship service stations including larger taps at each berth (302-305).  
Estimated Cost     \$ 35,000
  
- Ships service on Pier A--new conductor, ducts, and stations.  
Estimated Cost     \$ 30,000
  
- Ships service on Pier C--larger capacity and new service stations.  
Estimated Cost     \$ 30,000

## 2. Considerations

- The AC motors are synchronous, requiring more complex control systems. It may be possible to convert these to induction motors, making controls simpler to operate and maintain. Scope would be a function of the DC needs in the yard as described above.
  
- Depending on how large a DC system is selected, it may become more practical to ultimately eliminate the existing system and replace it with portable DC converters, either skid mounted MG sets or possibly rectifiers.
  
- \* MG sets take a lot of room and, of course, have rotating parts, but the Port has the units already. Therefore, cost comparisons will be a function of system servicing and modification, together with future load requirements.

- \* Rectifiers are solid state, but may not take the physical abuse as well as the loadings to which they might be subjected.
- If a few portable units would suffice, the maintenance and service to bring the DC distribution system and DC service stations up to par could be eliminated. Drawbacks include the deck space required, the AC service stations must be adequate to feed them, and the environment in which they must operate.
- Essentially the recommendations are a function of need, and a practical design to meet that need.

## 6.3 EXTERIOR LIGHTING

### A. CONDITION

#### 1. Description

The existing area lighting in the yard generally consists of:

- Six each 80-feet high wood poles with an average of 3-4 mercury vapor fixtures on each; these are intended to light Berths 302-305.
- Flood lighting on the American and the Washington cranes, consisting of incandescent and some HID (high-intensity discharge) type fixtures, provides local lighting which is a function of crane location, and if the given crane is operating or secured.
- A minimum of pole mounted HID, generally mercury vapor, fixtures in some roadway and parking areas.
- Some buildings have exterior lighting fixtures of various types and quality.
- Spill from dry dock lighting and berthed or docked ships.

#### 2. History

Specific events related to area lighting development, other than building or crane mounted, are listed below:

1958      Six wood poles with three 1,000 watt mercury vapor fixtures each, 80-feet high, installed to light Berths 302-305.

- 1968      Approximate. Parking lot lighting, leased from PGE and now Port owned, installed in front of Building 4 (between Building 4 and Building 63).
- 1980      1,000 Watt high pressure sodium (HPS) fixtures installed on Building 4 to light roadway access in front of Building 4.

3.    Tests/Inspections

Visual inspections, together with a sampling of light level readings throughout the yard, were done by W. E. Siggelkow, Port engineer.

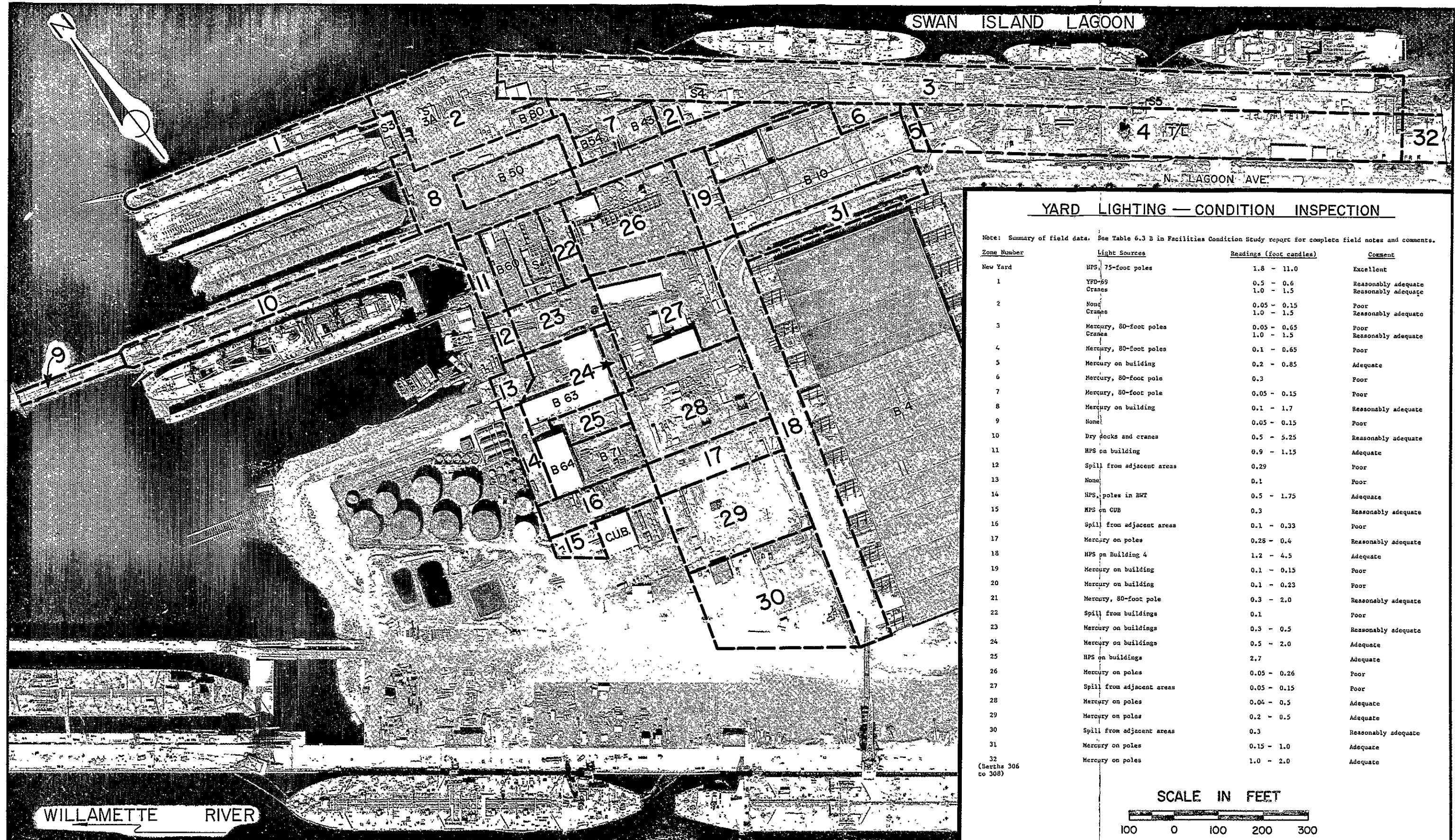
- Light level readings (in footcandles) taken are shown on Figure 6.3C.
- The yard area was subdivided into zones, defined in Figure 6.3A, to facilitate reporting an existing condition and recommendations. The analysis of the existing lighting condition in chart form is shown in Figure 6.3B.

4.    Present Condition

An assessment of the lighting of each of the zones, defined in Figure 6.3A, is summarized in chart form, Figure 6.3B.

- Light level readings indicated are intended to express what is typical for the area within the zone, not specific areas and not an average.

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																				THE PORT OF PORTLAND PORTLAND, OREGON								DESIGNED BY <u>W. E. SIGGELKOW</u>				PORTLAND SHIP REPAIR YARD FACILITIES CONDITION STUDY LIGHT ZONES AND SUMMARY			
																												DRAWN BY <u>D. A. ADKINS</u>							
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FIGURE 6.3A



FIGURE 6.3 B  
YARD LIGHTING - CONDITION INSPECTION

<u>Zone No.</u>	<u>Location</u>	<u>Description of sources</u>	<u>Typical Readings in footcandles</u>	<u>Comments</u>
*	Bull rail of Berths 313 and 314.	High pressure sodium light sources on 75-foot poles.	5.9 - 6.7	* <u>For Reference:</u>
*	The line established by the light poles along Berth 313 and 314.	High pressure sodium light sources on 75-foot poles.	8.7 - 11.0	Typical readings in the <u>new</u> yard area.
*	A line parallel to and 150 feet behind the line of poles.	High pressure sodium light sources on 75-foot poles.	1.8 - 1.9	
1	Pier A/ Berth 301	High pressure sodium lights on wing of YFD 69. Crane lights.	0.5 - 0.6 1.0 - 1.5	Lighting reasonably adequate if YFD 69 is pumped up and/or if cranes are present.
2	Berth 301 1/2 and adjacent laydown	Essentially none - slight scatter from adjacent areas or berthed ships. Cranes, if present.	0.05 - 0.15 1.0 - 1.5	Unless cranes are present there is insufficient lighting.

3	Berths 302 to 305	Old mercury floodlights on each of six 80-foot high wood poles. Cranes, if present.	0.05 - 0.65	Only areas with any light are directly under the poles or the cranes. Large sections of bull rail are dark.
			1.0 - 1.5	
4	Berth 304 and 305	Old mercury floodlights on each of three 80-foot high wood poles (Three of the six indicated in Area 3).	0.1 - 0.65	Only areas with light are directly under the poles or near the toilet/lunchroom building.
5	Access to end of Building 10	Mercury vapor area lights (2) on side of Building 10.	0.20 - 0.85	Light adequate for usage.
6	Building 10 parking and access	One of the 80-foot high wood poles.	0.3	Lighting not adequate for pedestrian and vehicle traffic in area.
7	Miscellaneous traffic area and access to Buildings 43 and 54	One of the 80-foot high wood poles.	0.05 - 0.15	Inadequate light.
8	Area around Building 50 and head of DD 2	Mercury lights on Buildings 50 and 80 .	0.1 - 1.7	Relatively adequate lighting for very high pedestrian and vehicle traffic area.

FIGURE 6.3 B  
YARD LIGHTING - CONDITION INSPECTION

9	Outboard end Pier C, Berths 309 and 310	Essentially none.	0.05 - 0.15	Cannot be considered a night work area. Crane brought to end of track (Area 10) could provide some local light if required.
10	Inboard end of Pier C	Lights on cranes and minimal spill from DD 2 and DD 3 wings.	5.25 under American to 0.5 at back of Washington	Lighting adequate when cranes are in agreeable positions - less adequate when cranes are in other locations.
11	Head of DD 2 west side of Building 60 roadway	HPS floodlights on side of Building 60.	0.9 - 1.15	High traffic area - adequate light.
12	Road zone between Buildings 60 and 63 carpenter shop	Spill from lights in Zones 11 and 23.	0.29	High traffic area - light considered inadequate.
13	Main roadway west of Building 63 - front of carpenter shop.	None.	0.1	High traffic area - inadequate light.

FIGURE 6.3 B  
YARD LIGHTING - CONDITION INSPECTION

14	Main roadway between BWT and Building 64	Lights on Building 64 and spill from BWT HPS area lights.	0.5 - 1.75	High traffic area: --access to Building 64. --Truck unloading to BWT. Relatively good lighting.
15	Roadway west of CUB	One HPS Floodlight on CUB.	0.3	High traffic area--lighting will improve when Buildings 72 and 73 are activated.
16	Roadway between CUB and Buildings 71 and 64	Small building lights plus spill from adjacent areas.	0.1 - 0.33	Lighting marginal for the pedestrian and vehicle traffic typical in the area.
17	Roadway	Parking area type mercury vapor lights in adjacent Zones 28 and 29. Flood lights, HPS in adjacent Zone 18.	0.28 - 0.4	Reasonably adequate.
18	Main roadway access between gate and old yard area	1,000 watts HPS on Building 4 crane structures.	1.2 - 4.5	High vehicle and pedestrian traffic--access to Building 4 bays. Lighting generally adequate.

FIGURE 6.3 B  
YARD LIGHTING - CONDITION INSPECTION

19	Main roadway access between gate and old yard	Two small mercury vapor lights on Building 10--spill from adjacent buildings and areas.	0.1 - 0.15	High vehicle and pedestrian traffic--access to Building 10 Lighting inadequate to non-existent.
20	Corner and split of traffic in two main directions	Two small mercury vapor lights on Building 10. Spill from adjacent areas.	0.1 - 0.23	High vehicle and pedestrian traffic. Lighting inadequate.
21	Vicinity of Sub 4 and Toilet Building	80-foot pole (wood) with mercury vapor fixtures--adjacent to Sub 4.	0.3 - 2.0	Generally adequate for the parking and storage.
22	Roadway fronting Sub 1 and Boiler House	Spill from building lights.	0.1	Effectively no lighting, low traffic area.
23	Barge launch area between Buildings 60 and 63	Old mercury vapor and incandescent fixtures mounted on adjacent buildings.	0.3 - 0.5	Generally adequate.
24	Roadway, east side Building 63	Three mercury vapor area lights on side of Building 63.	0.55 - 2.0	Adequate, but fixtures do little to help light adjacent Zone 27.

FIGURE 6.3 B  
YARD LIGHTING - CONDITION INSPECTION

25	Dillingham's parking between Buildings 63, 64, and 71	Two 400 watt high pressure sodium fixtures mounted on buildings.	2.7	Adequate for parking.
26	Parking and storage	Two wood poles with two mercury vapor parking lot type fixtures on each.	0.05 - 0.26 (higher under lights)	Adequate for parking near poles but large portion of zone is essentially unlighted.
27	Sandblast building miscellaneous	Spill (min) from adjacent areas.	0.05 - 0.15	Effectively unlighted.
28	Parking area	Four wood poles - 2 mercury vapor parking type fixtures on each.	0.4 - 0.5	Adequate lighting.
29	Storage area	Three wood poles - two mercury vapor fixtures on each.	0.2 - 0.5	Adequate lightings and will be supplemented when Building 73 is activated.
30	Storage area	Spill from adjacent areas.	0.3	Generally adequate lighting will be supplemented when Building 73 is activated.

FIGURE 6.3 B  
YARD LIGHTING - CONDITION INSPECTION

31	Lagoon Avenue between Buildings 4 and 10 (Utilized for parking)	Three standard mercury vapor street lights on aluminum davit poles.	0.15 - 1.0	Adequate for parking. Since poles were installed when that portion of Lagoon Avenue was a dedicated street, PGE probably owns poles and city pays for energy.
32	Berths 306, 307, 308	One mercury vapor fixture at the foot of each pier and two mercury vapor flood lights to light pier proper.	1.0 - 2.0	The pier proper is well lighted (when turned on). Landside is effectively unlighted.

FIGURE 6.3 B  
YARD LIGHTING - CONDITION INSPECTION

03/30/81  
0381E  
45C008

- Light level readings were taken with a low level, sensitive meter. The reading is the vertical component of light on a horizontal surface expressed in footcandles.

Some generalized subjective conclusions can be drawn from the specific information provided in the chart and from the field survey.

- Lighting in many areas can be considered adequate, but is poor in comparison to the new yard.
- Many areas are essentially unlighted; many of these are considered work or traffic areas with a mix of vehicles and pedestrians.
- It is apparent that many areas were developed without any consideration for exterior lighting.
- Where lighting exists, fixtures are old, deteriorated, and utilize lamp sources which are very inefficient compared to modern lamp designs.
- The cranes provide a large portion of the light available, resulting in unlighted areas when the cranes are not present.

## B. RECOMMENDATIONS

### 1. Priority

- It is recognized that yard operations has initiated a program of replacing many of the obsolete, inefficient light fixtures. This program is strongly supported. The following is recommended when selecting new fixtures for this project:





\* If a given application permits, utilize High Intensity Discharge (HID) type units and of that group, utilize High Pressure Sodium (HPS) as they by far are the most efficient, practical source available on the general market. See Figure 6.3D, Light Source Comparison. Initial cost per fixture and lamp is relatively high, but payback is good because of their:

\*\* high efficiency (more light output/watt input).

\*\* long lamp life.

\*\* least depreciation of light output over the life of the lamp.

Note: The new yard area utilizes the HPS lamp/fixtures.

\* Purchase good quality sealed fixtures designed to breathe through a filter to prevent contamination inside the fixture. Supplying energy to an efficient lamp is of little value if the reflective surfaces and lenses are pitted, corroded, and are covered with dust. Again, initial cost is higher, but fixture efficiency and resulting lighting quality will be maintained for a longer period.

Figure 6.3 D  
Light Source Comparison

<u>Light Source Name</u>	<u>Efficiency (Lumens/Watt)</u>	<u>Rated Life (Hours)</u>	<u>Depreciation Factor (Mean Lumens/Initial Lumens)</u>
Incandescent			
Standard (1,000 Watt)	23	1,000	91%
Incandescent			
Quartz (1,000 Watt)	21	2,000	97%
Self Ballasted			
Mercury Vapor (750 Watt)	14	16,000	75%
Mercury Vapor			
(1,000 Watt)	45	24,000	75%
Multi Vapor			
(1,000 Watt)	88	10,000	80%
High Pressure			
Sodium (1,000 Watt)	120	24,000	90%

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- \* Select fixture type carefully. The style, its location and the aiming direction, can create complaints from outside the yard area (river pilots, residents on bluff). The high intensity sources, though efficient, are very "hot" to the eye and can cause glare.

Operations is replacing the fixtures on the cranes as a high priority in its replacement program. This is strongly supported, due to the fact that the cranes are a main source of light within the area, and that they provide a high mounting platform.

- Fully utilize the six existing 80-foot high wood poles. These poles, though 23 years old, are cresote treated and appear to be in fairly good condition. Refixturing these poles to the maximum will, due to their height and loations, provide a significant result to a very large area--Berths 302-305 (Zones 3, 4, 6, 7, parts of 2, 20 and 21).
- \* Confirm pole condition (underground).
- \* Determine maximum vertical dead load and maximum effective wind loading (projected area) which poles can safely tolerate.
- \* Utilize 1,000 watt, high pressure sodium light sources and select a fixture which:
  - \*\* Has minimum projected wind loading area to allow a maximum number of fixtures per pole.

\*\* Provides a pattern to cover the berths and lay down area, and the entire area between the poles which are 330 feet apart.

\*\* Minimizes glare to the lagoon, to Lagoon Avenue and to the crane operators.

\* It may be necessary to fabricate mounting adapters and to rewire if loads exceed existing wire ratings. Estimated cost per pole will be a function of a number of fixtures and rewiring requirements. Estimate \$3,000 to \$5,000 per pole. Overall cost is high, but a large area will have improved lighting. (As a reference, the estimated cost of one of the major poles in the new yard, complete and installed would be about \$30,000.)

Estimated Cost \$ 30,000

- The level of light recommended in a given area is a function of the activity within that area. The following is a list of areas which should receive priority attention due to the existing activities with those areas:

Zone 2 - Berth 301 1/2 is a work area and an access to Pier A for vehicles and pedestrians. Without cranes there is no light. Pole lighting should be considered and/or a minimum of good quality area lights mounted on Substations 3 and 3A would help light the main congestion area within the zone.

Estimated Cost \$ 13,000

Zone 19

Zone 20 Part of the main vehicle access into the old Yard area. The intersection and the presence of pedestrians result in a congestion area which is essentially unlighted. Pole lighting may be required, but the condition could be improved with quality flood lighting mounted on Buildings 10, 43, and 54.

Estimated Cost \$13,000

Zone 13 Is a portion of a heavily travelled road between the old and new yards. It is a dark section between areas which have reasonably adequate lighting and it is a narrow, dog leg section of road with limited visibility for vehicle traffic. Recommend new fixtures mounted on Building 63.

Estimated Cost \$ 2,000

Zone 3

Zone 4

Zone 6

Zone 7

Zone 21 Work and traffic areas would benefit from the 80-foot high pole refixturing recommended above.

Estimated Cost \$30,000

Zone 16 Is a general congested area. Recommend the installation of fixtures on Building 64 and on the Central Utility Building.

Estimated Cost \$ 2,000

## 2. Considerations

- Design criteria for the new yard was set at an average maintained level of 5 footcandles minimum. Though there is no specific standard requirements for minimum light levels, the 5 footcandle level is very good. A one to two footcandle level is apparently quite adequate and would be a fairly practical goal.
- Some of the buildings in the old yard have exterior lighting (i.e. Building 50), but most do not. Yard lighting could be significantly improved by retrofitting all the existing buildings. And as a matter of standard practice, any new buildings or any buildings subject to remodeling should include adequate exterior lighting.
- Additionally, should there be major redevelopment projects initiated, lighting should be designed into the project as in the case of the new yard area.

## 6.4 FIRE ALARM SYSTEM

### A. CONDITION

#### 1. Description

The single major alarm system within the old ship repair yard is a portion of the Port's master fire alarm system presently under construction.

This system provided new manual pull stations at key locations in the old yard and also connected existing alarm pull stations, existing fire sprinkler alarms and existing fire alarm systems into the new master system.

The master system annuciates any alarm in the new gate house and automatically alarms the City Fire Bureau. Figure 6.4A, identifies the zones and their locations.

#### 2. History

Until the 1978-80 shipyard expansion project, the fire alarm system was a collection of separate alarm systems which were either independent or separately connected direct to the city alarm system. Some areas and structures had no alarm provisions. The new project presently under construction is consolidating the smaller systems into one large system, while providing some additonal coverage in the more important areas.

#### 3. Tests/Inspections

No specific study inspections or tests were performed due to the fact that the system has yet to be completed. This report is based on survey and information developed by W. E. Siggelkow, Port engineer, during the design and the installation of the new system.



4. Present Condition

- The yard master alarm system construction project is nearly complete.
- The system was supplied with some spare capacity to allow for future growth within the yard.
- The condition of those older components which were incorporated into the new system are in good condition. Many of those components, as well as the new system, have self-supervising systems which indicate a trouble alarm if a system fails anywhere within its system.
- Due to the need to protect alarm pull stations from damage, they are located in relatively safe locations which can then be obscured by stowed materials or parked vehicles.

B. RECOMMENDATIONS

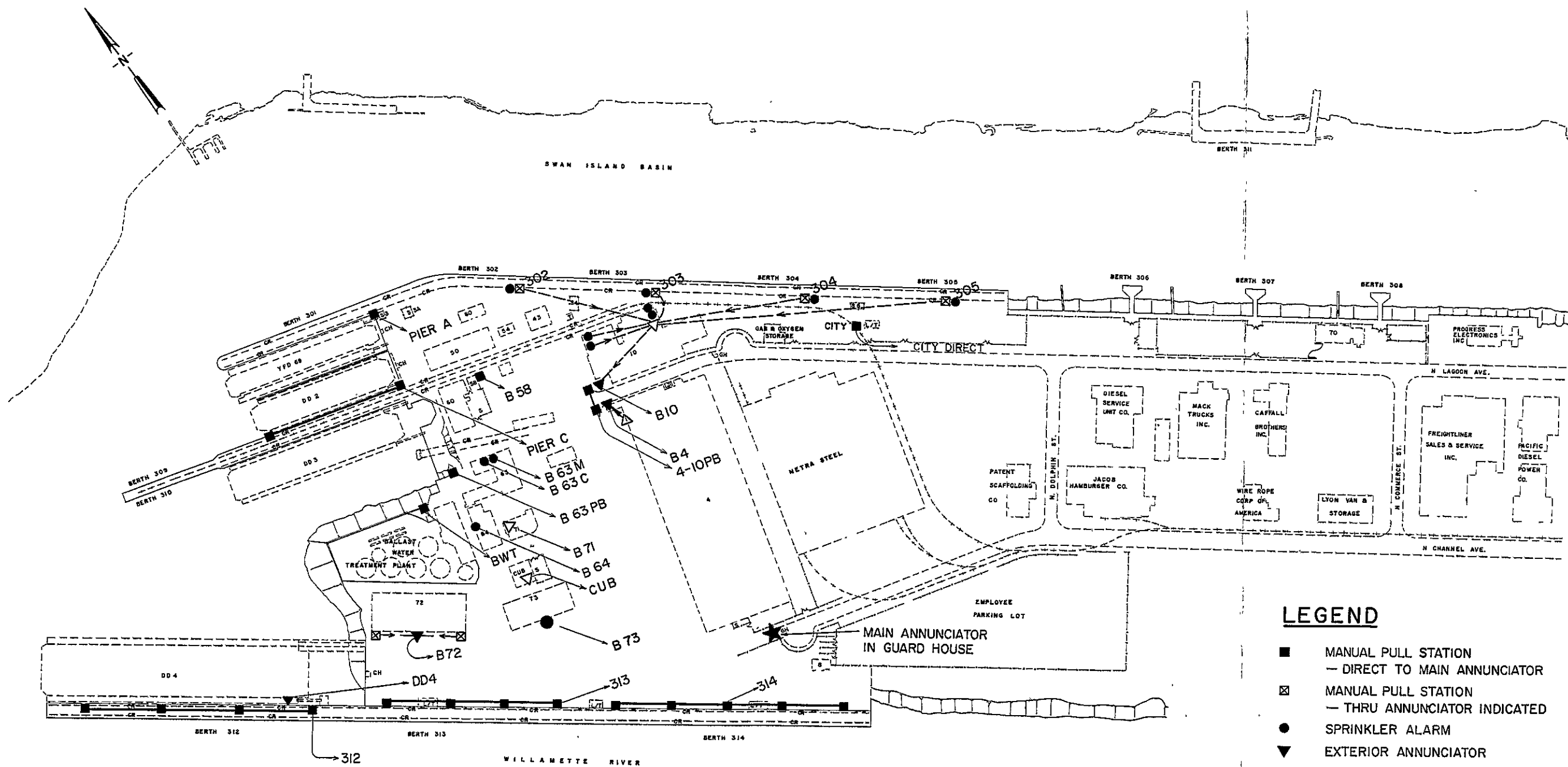
1. Priority

By pavement stripping, signing or other effective means, each pull station should be identified to a degree which makes it readily visible to individuals in emergency conditions.

Estimated Cost      \$ 2,000

2. Considerations

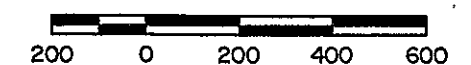
All future development within the yard, by either Port or contractor, should integrate any new general alarm or sprinkler alarm systems into the Port's master system. This will maintain the now established common single source alarm to the City, minimizing the potential for confusion in the event of an emergency.



# LEGEND

- MANUAL PULL STATION  
— DIRECT TO MAIN ANNUNCIATOR
- ⊠ MANUAL PULL STATION  
— THRU ANNUNCIATOR INDICATED
- SPRINKLER ALARM
- ▼ EXTERIOR ANNUNCIATOR
- ▽ ANNUNCIATOR IN BUILDING
- DIRECT CONNECTION
- - - CONNECTION THRU ANNUNCIATOR INDICATED

SCALE IN FEET



NO.	DATE	BY	REVISIONS	CK'D	APP'D	NO.	DATE	BY	REVISIONS	CK'D	APP'D



THE PORT OF PORTLAND  
PORTLAND, OREGON



DESIGNED BY W. E. SIGGELKOW  
DRAWN BY BT. TRUONGSON  
CHECKED BY \_\_\_\_\_  
DATE APRIL 1981  
SCALE SHOWN

PORTLAND SHIP REPAIR YARD  
**FACILITIES CONDITION STUDY**  
**FIRE ALARM SYSTEM ZONES**

SUBMITTED BY L. P. Marshall  
RE. NO. 8886 DESIGN MANAGER

DRAWING NO. YA 81-2 23/23

FIGURE 6.4A

## 6.5 TELEPHONE SYSTEM

### A. CONDITION

#### 1. Description

The telephone system within the shipyard is owned and operated by Pacific Northwest Bell. The routing of principal cabling and its interconnection in the yard is shown on Figure 6.5A.

The cables and interconnection points fall into three classifications:

- The main tie between the yard and PNB's central office is a 600 pair cable direct from a new main interconnection point in the Central Utility Building (CUB).
- The second level of cables are indicated as interconnected cable pairs; they tie all the secondary interconnection points with the main interconnection point in the CUB.
- The third level of cables are indicated as double-interconnected cable pairs. They tie sub-secondary interconnection points to the secondary connection points.

A given telephone may tie in at any level in the system from the main interconnection point in the CUB on down.

#### 2. History

The development of the telephone system in the old yard was basically piecemeal as need developed.

Cabling, size and routing, was often the result of PNB attempting to respond to a user's order in a too-short time frame.

The recent shipyard expansion program resulted in the main interconnection point in the CUB and the direct connection to PNB's central office. This was a major first step in consolidation, simplification and improvement of the telephone system within the yard.

### 3. Inspections

Pacific Northwest Bell's engineer, Tom York, provided the information utilized in the development of the Figure 6.5A, showing cable routing in the yard.

A visual inspection of PNB's plant within the yard was made by W. E. Siggelkow, Port engineer, together with PNB representatives..

### 4. Condition

- The piecemeal development of the system within the old portion of the yard has resulted in an often inefficient system which is at/or near capacity at many locations. Added demand can then result in even more piecemeal work.
- Ship service connections, due to their short duration and to the varying quantities required at any given berth, cause the most problems. Navy ships often require large quantities of telephone cable pairs, quantities which often exceed those available. The result is "temporary" conductor strung back to the next nearest connection point.

Over time many of these temporary connections have either been maintained and used or, in some cases, abandoned in place. The result is often a poor installation with large quantities of small, poorly located cables. Some are located in too close a proximity to alternating current conductors--a safety hazard.

- The third level of cables, the double-interconnected cable pairs as defined in Paragraph 1, Description above, results in more work for PNB when servicing and installing, and results in less system flexibility within the yard.

PNB has indicated that it intends to eliminate, by restructuring the system as necessary, this third level or double-interconnect cabling. This will simplify the yard system and simplify PNB's future connection work.

## B. RECOMMENDATIONS

### 1. Priority

- Remove abandoned cable. Identifying the abandoned cable may be the difficult part. Some of the cable may be in the yard contractor's name and possibly, be owned outright by them. PNB has agreed to assist in this removal work. It is recommended that Port personnel schedule work sessions with PNB and contractor staff and remove this unused cable. During this procedure, the Port can then direct PNB to relocate any cables that are in unsafe areas.

Estimated Cost \$ 10,000

- Advise PNB, and in particular the Engineering Department of PNB, as early as possible of any planned changes or development within the yard (tenant changes included) which require telephone service or affect the telephone system. Given adequate notice, PNB will respond with an engineered approach rather than a hurried reaction type of installation. If and when a master plan is developed, it is recommended that PNB be advised of it as well; they can then develop their own planning program which will result in better service as the yard plan is developed.

## 2. Considerations

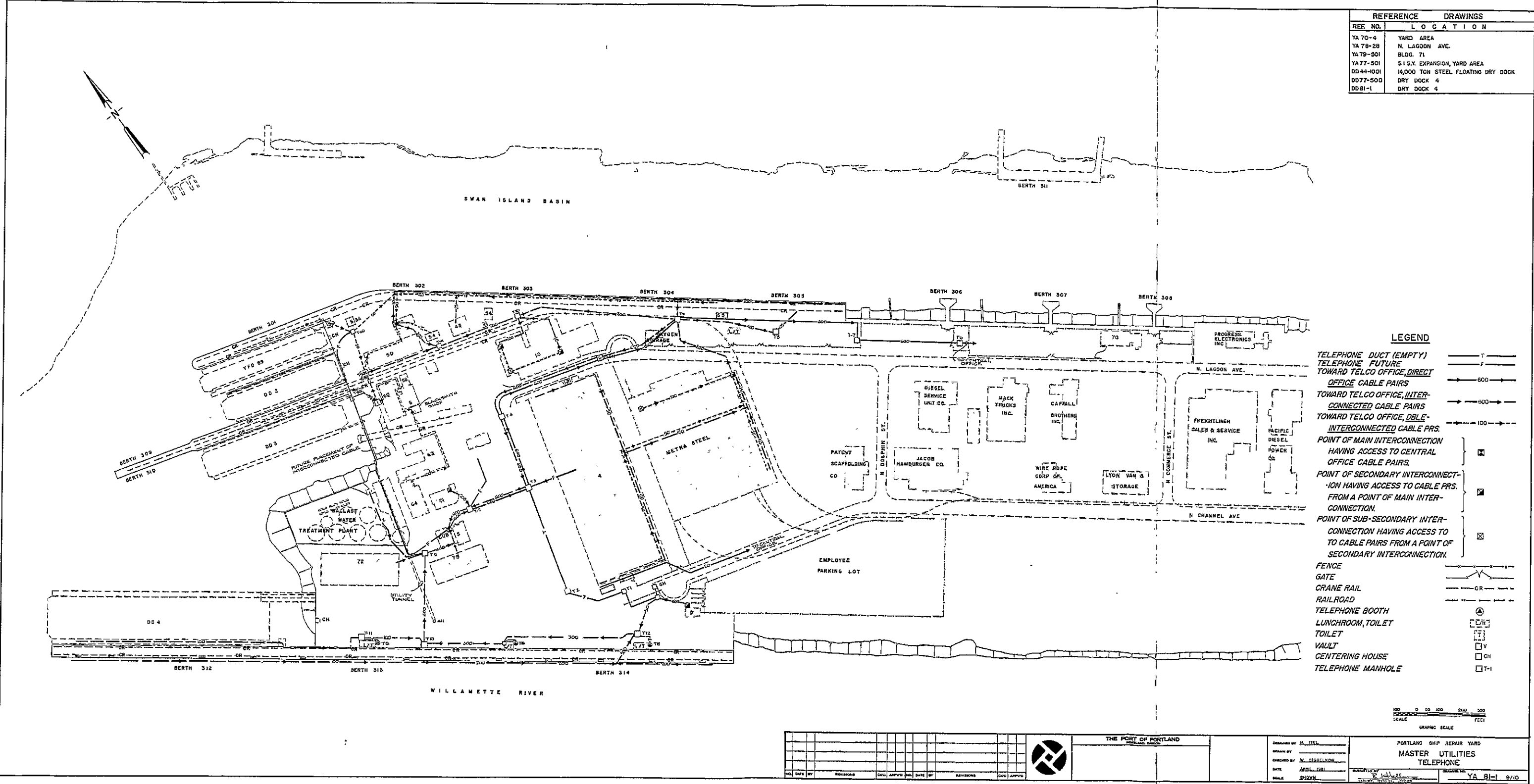
Figure 6.5A, illustrating the telephone system, shows three anticipated future telephone cable runs which will be a function of yard development. The route fronting the quay wall at the head of the dry docks and through the tunnel, will provide a direct interconnect cable from the Building 50 area to the CUB. This will do the most to simplify the yard system and improve phone connection service. It is recommended that this be done in the future if development occurs in the Building 50 area.

It must be noted that the owner generally is required to provide the conduit for the cable installed.

Estimated Cost      \$ 5,000

- Develop a communication system master plan for the shipyard.

Estimated Cost      \$ 10,000





## DIVISION 7 - EQUIPMENT

7.1	Washington Cranes	7-1
	Figure 7.1A	
	7.1B	
	7.1C	
	7.1D	
	7.1E	
	7.1F	
7.2	American Crane	7-20
	Figure 7.2A	
7.3	Clyde Crane	7-27
	Figure 7.3A	
7.4	Mobile Equipment	7-31
	Figure 7.4A	
	7.4B	

## DIVISION 7 - EQUIPMENT

### 7.1 WASHINGTON CRANES

#### A. CONDITION

##### 1. Description

The Washington cranes are a Model 28-H-120-K which designates the cranes as being designed around the basic Washington Series 28 Crane. The "H" stands for heavy duty service, the 120 means the cranes were supplied with 120-foot boom, and the "K" stands for Kaiser.

Since all eight Washington cranes were manufactured within four months of each other and have seen approximately the same amount of usage and maintenance, it's not surprising their general condition is about the same. Therefore, the following comments apply to all eight Washington cranes except where noted otherwise.

Originally, these cranes were rated by the manufacturer at 45 tons at a 40-foot radius, 63 tons at an allowable 40 percent overload, 68 tons at a 50 percent overload, and 73 tons at 60 percent overload with approval from the owner's equipment maintenance department. In fact, Dan Uhrich, who was with the Port for almost 35 years, can remember handling 73 tons when he was one of the Port's crane operators.

In the early seventies, the Port reduced the maximum ratings to the 43 tons which is now posted in each crane cab. The cranes were conservatively designed and the posted or rated capacities now in use are safe.

A general arrangement drawing for these cranes is shown in Figure 7.1A.

## 2. History

Of the eight Washington cranes, only one (Crane No. 4, S/N 4493) was manufactured by Washington Iron Works. The remaining seven Washington cranes were actually manufactured by Marion Steam Shovel Company between August and October 1942. These eight cranes, plus the seven owned by Schnitzer, FMC and Zidell, are all that remain in Portland out of the original 26 delivered to the Kaiser Portland and Vancouver shipyards during World War II. In fact, three of the cranes (Nos. 3, 7, and 8) were disassembled in the late 40's and brought over to Swan Island from Vancouver. Cranes 1, 2, 4, 5, and 6 were purchased from the U.S. Government in 1952 for \$56,455 each. Cranes 7 and 8 were purchased in 1962 for \$71,894 and \$66,845 respectively. The Port rented Crane 3 for several years and finally purchased it in 1965 for \$76,000.

## 3. Tests/Inspections

The cranes were inspected by Mr. Warren Jones, of General Electric, on two different occasions and Mr. Lew Perkins and W. E. Siggelkow for electrical-related problems. A copy of Mr. Jones' report is included in the separate Appendix under Division 7; Mr. Perkins' report is included in the separate Appendix under Division 6.



The crane was also inspected by J.R. Danielson, Port engineer, on several occasions for the structural and mechanical related areas. On March 23 Cranes 2, 3, 4 and 5 were loaded with a 20-ton load and inspected for kingpin movement.

4. Present Condition

In general, the cranes are in dire need of mechanical and electrical system maintenance work. From a structural standpoint, they are in remarkably good condition.

- Gantry Drive

For all practical purposes, the complete gantry drive train, excluding the electric motors, on all eight cranes is worn out.

The electric drive motors are holding up very well. They are a rugged unit and parts are still available. With the improved insulating material available today, they can be rebuilt if necessary to put them in good-as-new condition.

Approximately fifteen individual gantry drive trucks were inspected and all were found to be in about the same general condition. Basically the miter gears, bevel gear shaft pinion, wheel gear ring, idler gear, travel truck wheel, idler wheel and bushings are badly worn. These items are identified as Parts C-3008, C-3009, C-3006, C-3004, C-3014, C-3001, C-3258, C-3003 and C-3015 in Figure 7.1B.

The travel truck frames (reference Items C-3000 and C-3255) are structually in good shape.

None of the gantry gearboxes (reference Item C-3272) were disassembled and checked for internal condition. However, at the present time the SRY maintenance staff is repairing eight to ten gearboxes a year. This indicates a failure rate at least four to eight times higher than anticipated. Normally a properly designed gearbox, having a B10 bearing life, will last a minimum of 10,000 hours, with a 50,000-hour nominal life. Assuming the cranes average between 2,500 and 4,000 hours per year, and 25 to 30 percent of this time is spent gantrying; the gearboxes should be lasting 10 years at a minimum, and as long as 40 years.

#### - Crane Slewing

The existing crane slewing system has held up well over the last 38 years. In over 300 years of accumulated service for these eight Washington cranes, the total maintenance work has basically consisted of the replacement of new gears and bushings on two cranes and the occasional reshimming of swing gear brackets on some of the other cranes. Based on this performance record, it is recommended the existing design not be altered. Specific comments on given areas are listed below:

##### \* Slewing Motor

The same comments regarding the gantry motors apply to the slewing motors. In general, they are holding up very well.

\* Slewing Gearbox

None of the gearbox housings have ever cracked, failed or required any maintenance work. The Port has one complete spare gearbox assembly in stock. Replacement gears, bearings and seals are available from Westinghouse.

\* Swinger Unit

The upper bevel gear set (reference Items C-3034 and C-3035 shown on Figure 7.1C) are beginning to wear on all cranes. The slewing pinion gear, bearings and bushings (reference Items C-3037, C3033, C-3030U and C-3030-L shown in Figure 7.1C) are badly worn on all cranes. On Cranes 3 and 5, the slewing housing has been shimmed in so far toward the bull gear (in an attempt to reduce gear train slop) that the tip of the pinion gear teeth are bottoming out in the root of the bull gear. When this occurs, additional loads are transferred into the kingpin, bull gear and bushings, causing accelerated wear.

\* Bull Gear

The bull gear (reference Item C-3045 shown in Figure 7.1C) was inspected and found to be in rather good condition on all cranes. Based on information received from Washington Iron Works, it appears the gear teeth have worn down about 1/8 inch, measured across the tooth at the pitch diameter. The heavy

accumulations of grease and other forms of contamination prevented a positive determination, but it appears the bull gear has not shifted or moved on any of the cranes. However, many of the mounting bolts are in very poor shape.

\* Kingpin

The kingpin was inspected on Cranes 2, 3, 4, 5 and 8 and found to have approximately 1/4 inch of movement between the kingpin and kingpin bearing (reference Items B-2440 and B-2404 shown in Figure 7.1D). On two of the cranes there is also approximately 1/8 inch of clearance between the machinery platform trunnion and the kingpin bearing (reference Items B-2405 and B-2404 shown in Figure 7.1D). It is reasonable to suspect that the other three crane kingpins are in the same condition. For cranes almost 40 years old, the amount of play occurring in the kingpin area is not unusual or particularly alarming. It should be noted, however, that the cranes were constructed with virtually zero clearance between the bushings and kingpin.

- Turntable Rails

The turntable rails were carefully inspected visually for cracks, movement, distortion or other signs of stress and impending problems. On Crane 8 at two joint locations, the rail was loose and approximately 1/16 inch of vertical movement was observed. Field measurements were also taken to



determine the actual concentricity of the rails around the machinery house axis. In all cases the rails are concentric within  $\pm 1/4$  of an inch. Since the Washington cranes utilize a taper house roller, it is felt the rail is still well within tolerance. In general, the rail appears to be in good condition.

- Turntable Truck

A visual inspection of all trucks (reference Figure 7.1D) failed to discover any problems. Everything appears to be in good condition. Some of the wheels have frozen up and new bearings have had to be installed over the years, but this is not considered a big problem.

- Main Hoist

A visual inspection of the main hoist pinion gear, whip drum gear, main hoist drum gear and topping drum gear (reference Items C-3115, C-3123, H-1846 and H-1847, shown on Figure 7.1E) on Cranes 4 and 5 showed these gears to be in very good condition. Even on the pinion gear there was very little tooth wear. The drum bushings (reference Items C3117, C-3117, C-3118 and C-3124 shown in Figure 7.1E) also appear in good condition. In general, the main hoist system is in very good condition.

- Hydraulic Boomsnub

All of the cranes are equipped with what is known as Hydraulic Boomsnubs which were designed and manufactured in the early 60's by a Portland

Company called Boomsnub Company. A boomsnub is basically a large shock absorber which is installed between the boom and the crane's "A" frame. It is unknown exactly why the Port felt they were required. In February 1963, during the erection of the wingwall crane, Clyde Crane wrote a letter to Gunderson Bros. (general contractor for Dry Dock 3 and the wingwall crane) expressing concern that the boomsnub could be "extremely dangerous" under certain conditions and, in effect, recommended against its usage. However, the Port persisted and Gunderson went ahead and installed it under a change order.

- Electrical System

The electrical systems on the cranes are old, but their principle of operation is relatively simple and functional. Their greatest problem is the age of the components--making replacement parts obsolete and difficult to obtain.

- \* The gantry motor electrical connections are exposed and subject to damage.
- \* The lighting transformer is oil filled, rusty and has exposed connections.
- \* All cabinets containing electrical components are in poor condition--resulting in poor protection.
- \* Control components in the machinery house utilize open exposed construction, a safety hazard as well as a maintenance problem due to dirt accumulation.

- \* Hoist and slew motors are open style and can collect dirt.
- \* Power distribution panels are old and dirty, but appear to be in good condition. Since fuses are utilized, the age of the unit is not as critical as it would have been had circuit breakers been utilized.
- \* Lighting is poor--exterior and interior.
- \* Motor control components - time delay relays, oil dash pot motor overloads, resistor banks, and some relays are weak links in the control equipment. Their age and design result in frequent maintenance problems.
- \* Wiring is old and may have to be replaced in the near future.
- \* Power pickups from the pier are a continuing problem. A particular one is the fact that a single pickup is used and that, along with apparent alignment problems, frequently results in cranes loosing power.
- \* There is no phone communication system between the operator and the ground.

#### - Paint System

The paint is in very poor shape on all the cranes. For many areas severe rusting has been occurring for some time.

B. RECOMMENDATIONS

1. Priority

- Gantry Drive

Establish a program to accurately define costs of using the existing gantry drive systems employing two methods of maintenance and repair. It is anticipated it will require one to two years before the costs patterns become evident.

- \* Method 1 - Continue present maintenance procedure on six units to identify cost of this approach.

Estimated annual cost for six cranes \$ 75,000  
to 175,000

- \* Method 2 - Completely rebuild all gantry drive systems on two units utilizing new gears, bushings, wheels etc., and monitor maintenance costs and projected life of the individual components.

Estimated cost for two cranes \$ 225,000  
(Estimated life, 10 to 15 years)

Once reliable maintenance costs and a failure rate profile have been established based on the two methods of maintenance and repair, calculate the most cost-effective method of improving gantry drive system performance. These options are as follows:

- \* Continue to replace parts as necessary on an as-needed basis from spare parts stock. This method is basically a continuation of the present maintenance procedure.

- \* Rebuild all gantry drive systems with all new parts. In other words put the units back into an "as new" condition.
- \* Redesign the gantry trucks by adding additional wheels, increasing size and load carrying capacity of all gear train components, and replacing the complete gearmotor assembly.

- Swinger Unit

It is recommended the swinger unit shown in Figure 7.1C be rebuilt on all cranes. This work would consist of rebuilding the upper bevel gear set utilizing an oversize bevel pinion, new upper and lower bushings, new thrust bearing and oversize pinion gear (reference Items C-3034, C-3035, C-3033, C-3030 U, C-3030 L and C-3037) All these items can be replaced without having to remove the machinery house. It is anticipated this work can be scheduled on a crane-by-crane basis over the next three years.

Estimated cost for all eight cranes \$225,000

- Kingpin

If corrective action is not taken within a reasonable amount of time, the loose fit will continue to worsen and eventually the cranes would experience an increased rate of wear and/or failures in the turntable rails, trucks, swinger pinion, bull gear, and swinger bushings. Because none of the cranes have experienced any major

problems in these areas, it is felt the amount of movement has not yet reached the point where immediate action is required on all the cranes. However, it is recommended that two cranes should be scheduled for kingpin rebuilding in the next year. This will also provide a much clearer picture of exactly what kind of condition could be expected for the other crane kingpins and what action needs to be taken.

The kingpin rebuilding process will require the removal of the respective machinery houses; consequently, careful scheduling and consideration should be given to other recommended inspection and maintenance tasks effectively simplified by the placement of the machinery house on the ground. Particular attention should be given to a thorough inspection of the "A" frame, the "A" frame mounting and heel pins made accessible to inspection during this operation.

Estimated cost for first two cranes \$100,000

- Painting

All the Washington cranes should be completely repainted within the next three years. It is recommended the crane structure be cleaned of all grease and oil which have been accumulating in certain areas for nearly 40 years, blasted to a near white metal, primed and then repainted. After each section has been blasted to near white metal, all rivets and bolted connections should be carefully inspected for tightness. All structural members should also be inspected with particular attention spent on some of the more heavily

stressed areas such as the "A" frame connections, machinery house superstructure, bullgear structure, turntable rail system and boom structure. All damaged items caused by rust and corrosion, such as is evident on all machinery houses, should be repaired. In addition, the rated load of the crane shall be plainly painted on each side of the cranes machinery house in conformance with Section 3, Paragraph 11-3-8 of the Oregon State code for cranes.

Estimated cost per crane \$60,000

For those cranes which will not be completely sandblasted and painted within the next one or two years, it is recommended some touch-up painting be done immediately to prevent additional structural damage around some of the riveted connections.

Estimated cost per crane \$ 5,000

- Hydraulic Boomsnubs

These items have never been required by code for Portal cranes, and it is recommended they be removed as soon as practical. They are a misapplication and could cause damage to the boom if they were to malfunction.

Estimated removal cost for all eight cranes \$ 5,000

- Safety Glass

It is suggested the existing cab windows be replaced with safety glass.

Estimated cost for all eight cranes \$ 4,000

- Corrections for Rail Elevation Differential

The cranes were designed to operate on crane rails where both the waterside rails and landside rails are at the same elevation. For an undetermined reason the waterside rails along Berths 302-305 were designed to be 6 inches higher than the landside rail. It is recommended spacers be installed between the landside trucks and gantry frame to level the machinery house turntable.

Estimated cost for all eight cranes \$ 25,000

- Inspection, Testing and Maintenance

It is recommended that an inspection, testing and maintenance procedure that conforms to Chapter 4-2 of ANSI Standard B30.4, be implemented as part of the new preventive maintenance program. Such a program can be carried out by the Port's own maintenance personnel and will assure monthly inspection of wire rope and regular inspection of other wearing parts at regular intervals. For reference purposes a copy of this chapter has been included as Figure 7.1F.

Estimated yearly cost \$ 15,000

- Cap Improvements

Weatherize and insulate cabs and replace existing heaters with forced air heater.

Estimated cost per crane \$ 2,500



- Electrical System

The increased preventive maintenance program is encouraged. The recommendations presented lean strongly on utilization of preventive maintenance manpower.

- \* , Replace damaged and failing transformers with enclosed dry type; replace failing resistors; replace timers with enclosed reliable modern ones; replace oil dashpot type overload relays with modern types.

Estimated cost    \$ 100,000

- \* Check and test condition of all motors in place.

Estimated cost    \$ 10,000

- \* Test main power and control wiring.

Estimated cost    \$ 10,000

- \* Clean, paint, regasket and replace, if necessary, electrical enclosures to protect equipment.

Estimated cost    \$ 25,000

- \* Replace incandescent lighting; fluorescent inside machinery house and high-intensity discharge on the outside.

Estimated cost    \$ 40,000

- \* As it applies to all cranes, inspect, align, and secure the 480 volt under-pier/under-ground bus.

Estimated cost    \$ 25,000

- \* Purchase new or redesign pickups to accept the apparent greater variation between the crane and bus. Utilize a dual pickup to span any gaps in the bus rail.

Estimated cost \$ 50,000

- \* Establish and maintain a good spare parts inventory.

Estimated cost \$ 50,000

The following are recommended but can be scheduled at a later date or be scheduled on a per-crane basis over a period of time.

- \* Install a communication system between the operator in the cab and ground level personnel--sound power telephones and consider system with "talk-back" speakers mounted on the gantry.

Estimated cost \$ 25,000

- \* Provide an enclosure within the machinery house for all electrical motor control components. The enclosure should be ventilated, filtered and have thermostatically controlled heater to protect the components from heat, dirt and condensation.

Estimated cost \$ 40,000

Maintenance forces have recognized all of the problems and their solutions. Given the opportunity to further develop and budget a preventive maintenance program, these cranes can be expected to function adequately for many years.

It is recommended that accounting procedures be established to determine actual electrical maintenance costs over a period of years.

It should be noted that G.E. provided an estimate of \$40,000 per crane for a new motor control package--materials only. The necessary modifications installation could easily double that figure. This motor control system is not recommended at this time; maintaining the existing system both from an economic and operational point of view is recommended.

- Recommended Spare Parts to be Purchased Immediately:  
(See previous discussion for electrical spare parts.)

One main hoist pinion gear

Two hoist brake bands with linings

Estimated cost for spare parts \$ 5,000

## 2. Considerations

- Crane Anchors

The current method of securing the cranes from moving along the rail is by utilizing the gantry drive motor brakes and four sets of small wood chocks which are placed on either side of one gantry wheel. It is recommended crane anchor pins be designed and installed similar to the crane anchors supplied on the new cranes at Berth 312, 313 and 314. Based on past experience with Washington cranes, it is a known fact that the wood chocks currently used do not hold in heavy winds.

Estimated cost for all eight cranes \$ 200,000

- Improved Accessibility

- \* Replace existing wood planking under the machinery house with open steel grating.

Estimated cost for all eight cranes \$ 20,000

- \* Increase width of boom walkway to a minimum of 24 inches and replace existing cable-type hand holds with a rigid pipe handrail in conformance with current code.

Estimated cost for all eight cranes \$ 30,000

- \* Modify all existing railings and platforms to comply with current codes. This would include such items as adding standard toeboards at all landings, replacing angle iron railings with round tubing per current code, and redoing existing ladders to comply with current codes.

Estimated cost for all eight cranes \$ 80,000

- \* Improve access to the upper boom sheave area.

Estimated cost for all eight cranes \$ 32,000

- Drawings

The Port has detailed drawings on only seven items which could be used to actually manufacture a given part. These seven items happen to be gears within the gantry drive train. It is recommended that the Port develop a good, usable set of maintenance drawings.

Estimated cost to develop drawings \$ 12,000

- Repairs vs. Replacement of Cranes

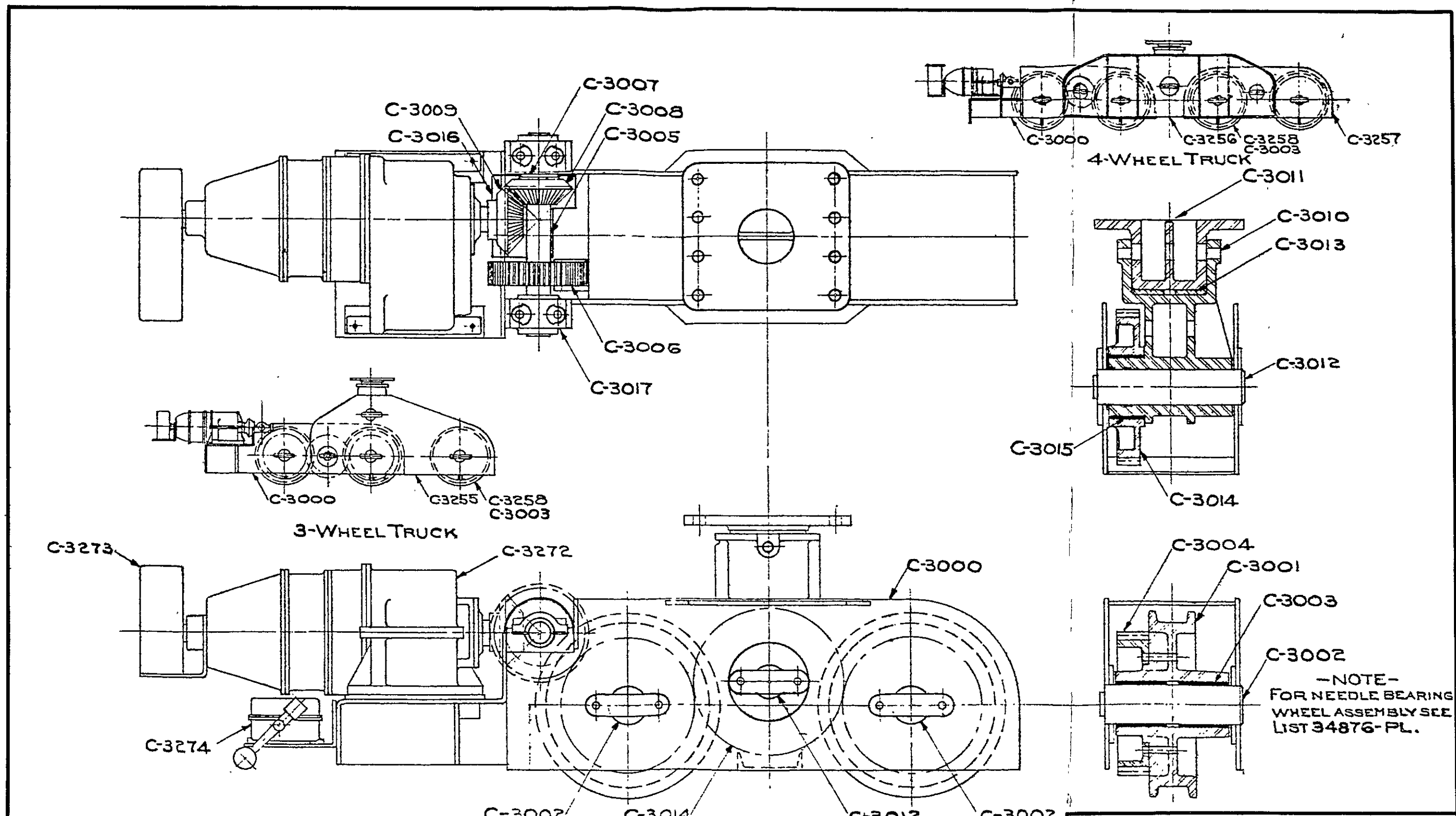
Although these cranes will definitely require an extensive amount of expensive repair and modification work, it is recommended the cranes be kept and refurbished. This recommendation is based on the following:

- \* The cranes are still basically sound after 40 years of usage, except for the deficiencies detailed above.
- \* The cranes are generally being loaded to less than their rated capacity, plus they are very conservatively designed. Both of these factors indicate a long, potentially useful life ahead.
- \* The cranes have achieved excellent operator acceptance.
- \* Both the control and electrical systems are much easier to maintain than the SCR systems supplied on newer equipment.
- \* The replacement cost of comparable new cranes is estimated at roughly \$1,000,000 each.

- Electrical

Should the previously recommended maintenance of the crane feed bus systems and the crane pickups fail to solve the problem, a completely new crane feed bus and pickup system may be required.

Estimated cost \$ 300,000



- NOTE -  
ALWAYS GIVE SERIAL NUMBER & MODEL OF CRANE  
WHEN ORDERING PARTS.

C-3000	TRAVEL TRUCK FRAME	C-3007	BEVEL GEAR SHAFT THRUST WASHER	C-3014	IDLER GEAR	C-3258	WHEEL (IDLER)
C-3001	" " WHEEL FOR GEAR RING	C-3008	MITER GEAR (SHAFT) CUT TEETH	C-3015	BUSHING	C-3272	MOTOR GEAR DRIVE
C-3002	" " AXLE	C-3009	" " (MOTOR) CUT TEETH	C-3016	GEAR CASE	C-3273	BRAKE
C-3003	" " BUSHING	C-3010	SWIVEL TRUNNION (LOWER HALF)	C-3017	BOX CAP	C-3274	LIMIT SWITCH
C-3004	WHEEL GEAR RING	C-3011	" " (UPPER HALF)	C-3255	FRAME		
C-3005	BEVEL " SHAFT	C-3012	" " PIN	C-3256	FRAME		
C-3006	" " PINION	C-3013	" " WASHER	C-3257	FRAME		

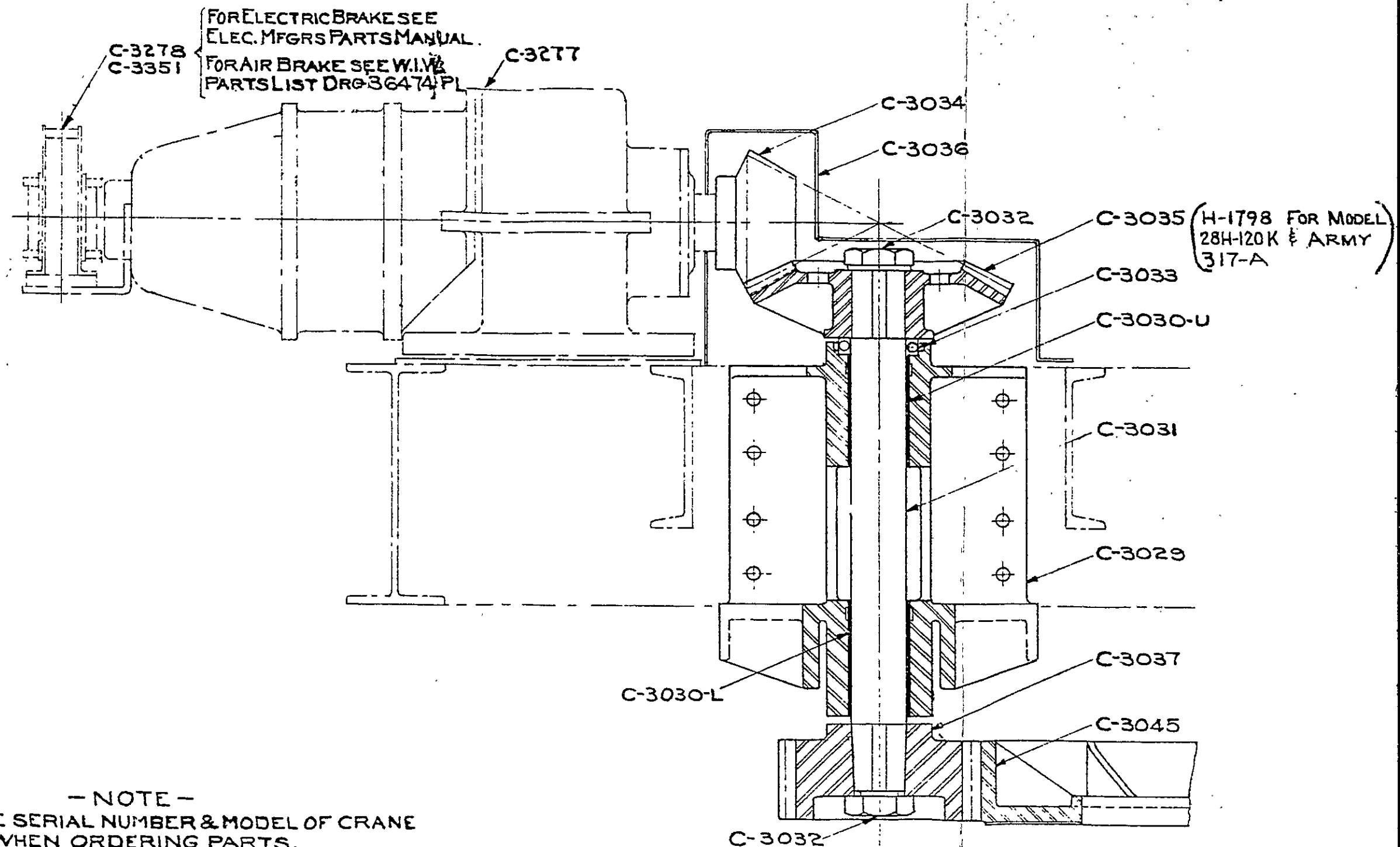
**WASHINGTON IRON WORKS**  
SEATTLE, WASH.  
**REVOLVING GANTRY CRANE**  
**PARTS LIST - TRAVEL TRUCK**

DRAWN: LAWLEY

DWG. **34866-PL** DATE: MAY 29, 1942

**FIGURE 7.1 B**

PSY500000896



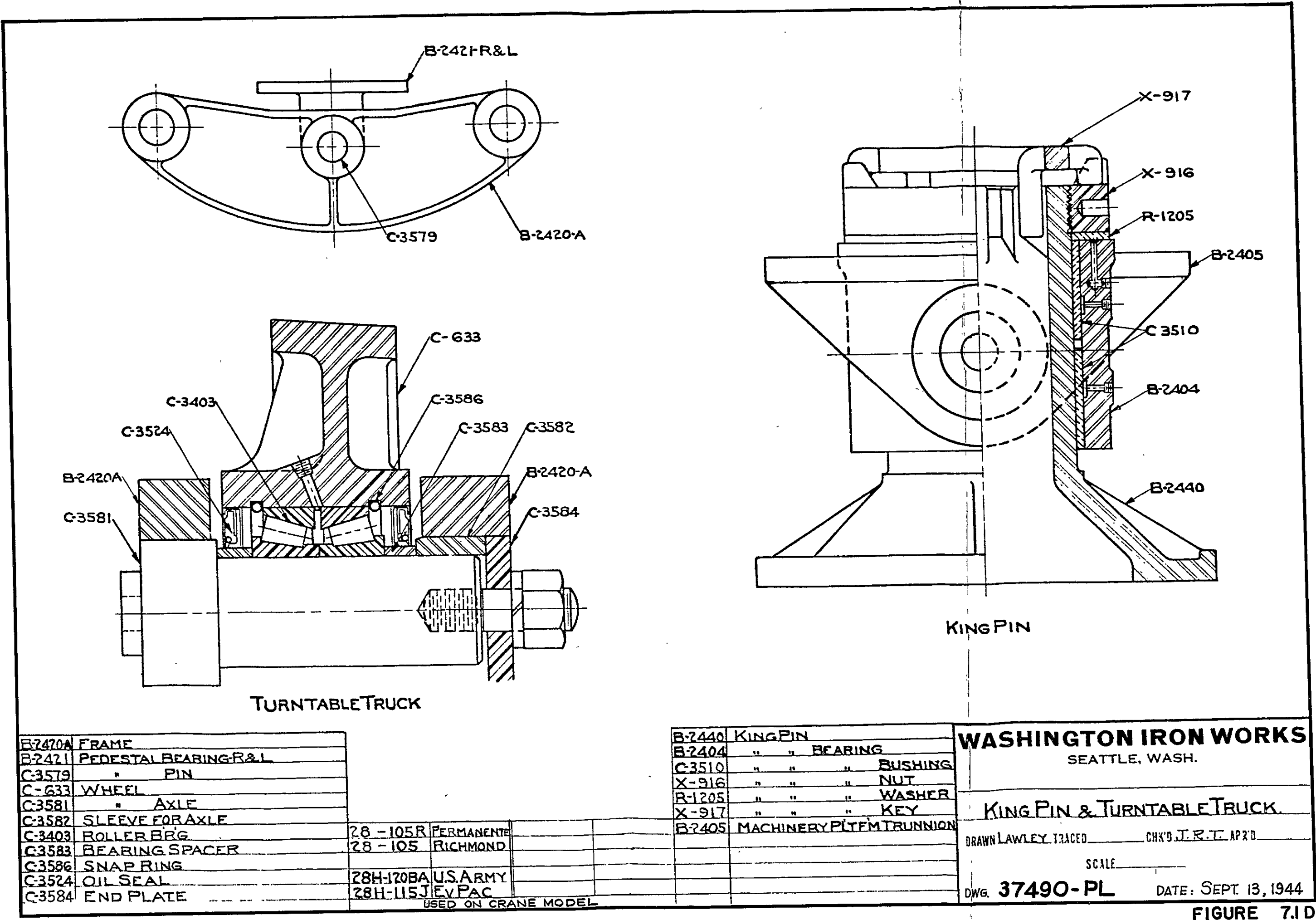
— NOTE —  
ALWAYS GIVE SERIAL NUMBER & MODEL OF CRANE  
WHEN ORDERING PARTS.

C-3029	BRACKET	C-3351	SOLENOID VALVE FOR AIR BRAKE
C-3030	" BUSHING		
C-3031	SHAFT		
C-3032	" NUT		
C-3033	THRUST BEARING		
C-3034	BEVEL PINION		
C-3035	" GEAR		
C-3036	" GUARD		
C-3037	PINION		
C-3045	BULL GEAR		
C-3277	MOTOR		
C-3278	MOTOR BRAKE		

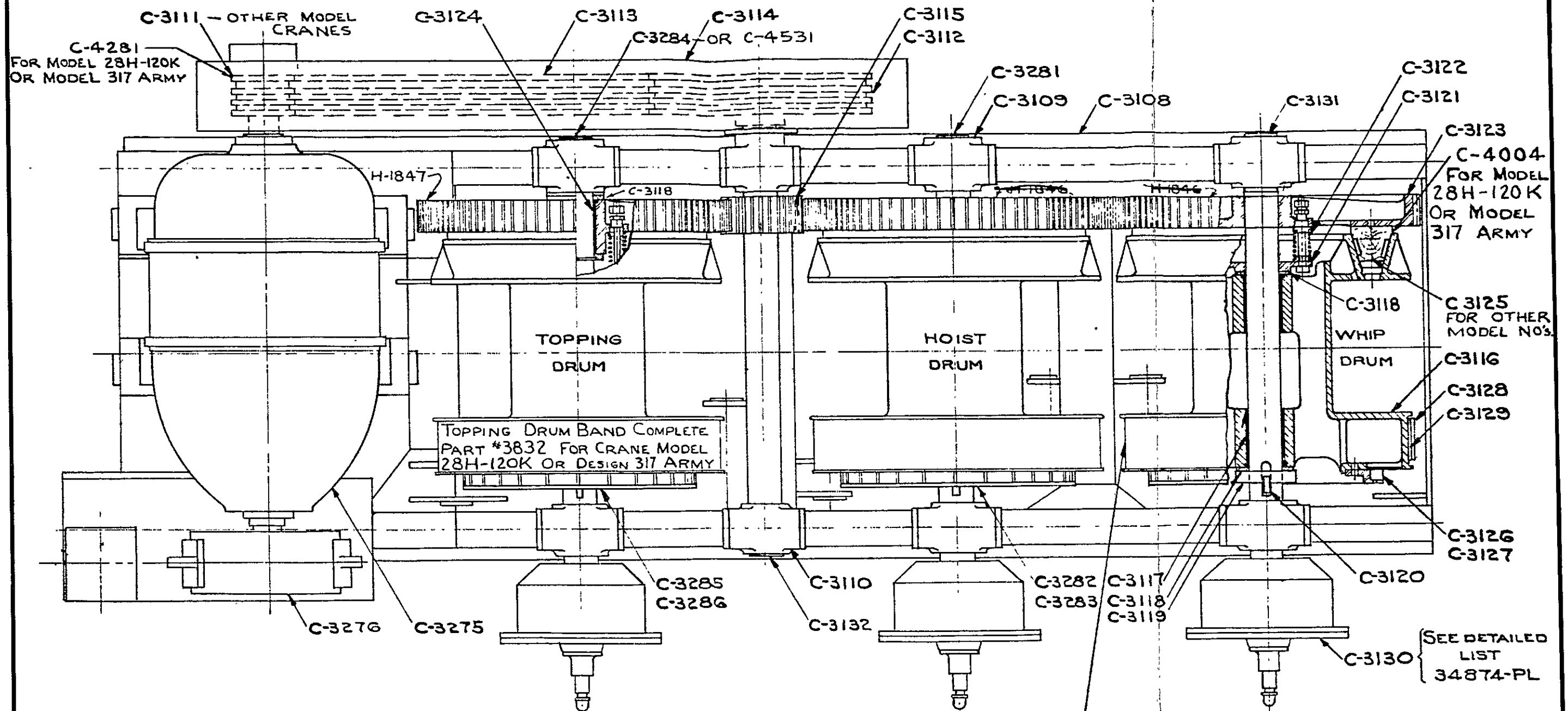
<b>WASHINGTON IRON WORKS</b>	
SEATTLE, WASH.	
REVOLVING GANTRY CRANE	
PARTS LIST—SWINGER UNIT.	
DRAWN: LAWLEY	
DWG. <b>34868-PL</b>	DATE: <b>June 2, 1942</b>

FIGURE 7.1 C

PSY500000898







C-3108	FRAME	C-3120	COLLAR KEY	C-3132	DRIVE SHAFT
C-3109	DRUM SHAFT CAP	C-3121	SPRING CAGE	C-3275	MOTOR
C-3110	DRIVE " "	C-3122	SPRING	C-3276	MOTOR BRAKE
C-3111	MOTOR SPROCKET	C-3123	DRUM GEAR	C-3281	SHAFT - HOIST DRUM
C-3112	DRIVEN	C-3124	BUSHING	C-3282	RATCHET " "
C-3113	CHAIN	C-3125	FRICTION BLOCK	C-3283	PAWL " "
C-3114	CHAIN GUARD	C-3126	RATCHET-WHIP DRUM	C-3284	SHAFT-TOPPING "
C-3115	PINION	C-3127	PAWL " "	C-3285	RATCHET " "
C-3116	DRUM	C-3128	BRAKE BAND	C-3286	PAWL " "
C-3117	BUSHING	C-3129	BRAKE LINING	C-4004	FRICTION BLOCK
C-3118	WASHER	C-3130	FRICTION HEAD	C-4281	MOTOR SPROCKET
C-3119	COLLAR	C-3131	DRUM SHAFT-WHIP	C-4531	SHAFT - TOPPING DRUM
				H-1847	TOPPING DRUM GEAR
				H-1846	MAIN & WHIP DRUM GEAR

# WASHINGTON IRON WORKS

SEATTLE, WASH.

REVOLVING GANTRY CRANE.

PARTS LIST-MAIN HOIST.

DRAWN LAWLEY TRACED

CHK'D

FILED

SCALE

DWG. 34872-PL

DATE: JUNE 10, 1942

FIGURE 7. E

## CHAPTER 4-2

### INSPECTION, TESTING AND MAINTENANCE

#### Section 4-2.1 Inspection

##### 4-2.1.1 Inspection Classification

*a. Initial Inspection.* Prior to initial use, all new and altered or repaired cranes shall be inspected to insure compliance with the provisions of this Standard.

*b. Inspection procedure for cranes in regular service* is divided into two general classifications based upon the intervals at which inspection should be performed. The intervals in turn are dependent upon the nature of the critical components of the crane and the degree of their exposure to wear, deterioration or malfunction. The two general classifications are herein designated as "frequent" and "periodic" with respective intervals between inspections as defined below:

1. *Frequent inspection.* Daily to monthly intervals.
2. *Periodic inspection.* One to twelve-month intervals.

##### 4-2.1.2 Frequent Inspection

Items such as the following shall be inspected for damages at intervals as defined in 4-2.1.1-b.1, or as specifically indicated, including observation during operation for any defects which might appear between regular inspections. Any deficiencies shall be carefully examined and determination made as to whether they constitute a hazard:

- a.* All control mechanisms for maladjustment interfering with proper operation—daily.
- b.* All chords and lacing. Visually inspect daily.
- c.* All control mechanisms for excessive wear of components and contamination by lubricants or other foreign matter.
- d.* All safety devices for malfunction.
- e.* Air or hydraulic systems for deterioration or leakage—daily.
- f.* Hooks for deformations or cracks. For hooks with cracks or having more than 15 percent in excess

of normal throat opening or more than 10 degree twist from the plane of the unbent hook, refer to Paragraph 4-2.3.3c.1.

*g.* Rope reeving for noncompliance with manufacturer's recommendation.

*h.* Electrical apparatus, for malfunctioning, signs of excessive deterioration, dirt and moisture accumulation.

##### 4-2.1.3 Periodic Inspection

Complete inspections of the crane shall be performed at intervals as generally defined in 4-2.1.1-b.2, depending upon its activity, severity of service, and environment, or specifically indicated below. These inspections shall include the requirements of 4-2.1.2 and, in addition, items such as the following. Any deficiencies shall be carefully examined and determination made as to whether they constitute a safety hazard.

- a.* Crane structure and boom for deformed, cracked or corroded members.
- b.* Bolts or rivets for tightness.
- c.* Sheaves and drums for cracked or worn surfaces.
- d.* Pins, bearings, shafts, gears, rollers and locking devices for wear, cracks and distortion.
- e.* Brake and clutch system parts, linings, pawls, ratchets for excessive wear.
- f.* Load, boom angle and other indicators over their full range, for any significant inaccuracies.
- g.* Gasoline, diesel, electric or other power plants for improper performance or noncompliance with applicable safety requirements.
- h.* Chain drive sprockets for excessive wear and chain for stretch.
- i.* Hooks. Magnetic particle, dye penetrant or other suitable crack detecting inspection should be performed at least once each year.

FIGURE 7.1F

#### 4-2.1.4 Inspection Records

Written, dated and signed inspection reports and records shall be made monthly on critical items such as crane hooks and ropes. Records shall be kept where readily available to appointed personnel.

### Section 4-2.2 Testing

#### 4-2.2.1 Operational Tests

a. Prior to initial use all newly erected cranes shall be tested to insure compliance with this Standard including the following functions:

1. Load hoisting and lowering.
2. Boom hoisting and lowering.
3. Swing motion.
4. Brakes and clutches.
5. Limit, locking and safety devices.
6. Crane travel where applicable.
7. Foundation and erection. See 4-1.1.1e.

b. The trip setting of hoist limit switches shall be determined by tests with an empty hook traveling in increasing speeds up to the maximum speed. The actuating mechanism of the limit switch shall be located so that it will trip the switch, under all conditions, in sufficient time to prevent contact of the hook or hook block with any part of the boom.

### Section 4-2.3 Maintenance

#### 4-2.3.1 Preventive Maintenance

a. A preventive maintenance program based on the crane manufacturer's recommendations shall be established. Dated and detailed records should be kept where readily available to appointed personnel.

b. It is recommended that original replacement parts or their equivalent be used where possible.

#### 4-2.3.2 Maintenance Procedure

a. Before major adjustments and repairs are started on a crane the following precautions shall be taken:

1. The crane to be repaired, if of the traveling type, shall be run, if possible, to an area where it will cause the least interference with other cranes and operations.

2. All controllers at the off-position.

3. Main or emergency switch open and locked in the open position, except for test purposes.

4. Warning or "out of order" signs placed by appointed personnel.

5. Where other cranes are in operation on the same runway, railstops or other suitable means shall be provided to prevent interference with the idle crane.

6. Where temporary protective railstops or rail clamps are not available, or practical, a signal man shall be placed at a visual vantage point for observing the approach of an active crane and warning its operator when reaching the limit of safe distance from the idle crane.

b. After adjustments and repairs have been made the crane shall not be operated until all guards have been reinstalled, safety devices reactivated and maintenance equipment removed. Warning or "out of order" signs shall be removed by appointed personnel.

#### 4-2.3.3 Adjustments and Repairs

a. A defect disclosed by the inspection requirements of Section 4-2.1 shall be corrected before operation of the crane is resumed, except where a qualified engineer certifies that the crane may be operated. Adjustments and repairs shall be done only by designated personnel.

b. Adjustments shall be maintained to assure correct functioning of components. The following are examples of safely restricting various component movements in types of operations. A note defining those restrictions shall be signed by the operator and located conspicuously in the cab.

1. All functional operating mechanisms.
2. Limit switches.
3. Control Systems.
4. Brakes and clutches.
5. Power plants.

c. Replacements shall be provided promptly as needed for safe operation. The following are examples:

1. Crane hooks showing defects described in 4-2.1.2 f. shall be discarded. Field repairs by welding or reshaping shall not be permitted.

2. All critical parts which are cracked, broken, bent or excessively worn.

3. Pitted or burned electrical contacts should be corrected by repair or replacement in sets. Controller parts should be lubricated as recommended by the manufacturer.

4. Control stations shall be kept clean and function labels kept legible.

FIGURE 7.1F

#### 4-2.3.4 Lubrication

a. All moving parts of the crane, for which lubrication is specified shall be regularly lubricated. Lubricating systems should be checked for proper delivery of lubricant. Particular care should be taken to follow manufacturer's recommendations as to points and frequency of lubrication, maintenance of lubricant levels and types of lubricant to be used.

b. Machinery shall be stationary while lubricants are being applied and protection provided as called for in 4-2.4.1.a.2., unless equipped for automatic or remote lubrication.

### Section 4-2.4 Rope Inspection, Replacement and Maintenance

#### 4-2.4.1 Inspection

a. All running ropes in continuous service should be visually inspected once every working day. A thorough inspection of all ropes shall be made at least once a month and a full written, dated and signed report of rope condition kept on file where readily available to appointed personnel. All inspections shall be performed by an appointed or designated person. Any deterioration, resulting in appreciable loss of original strength such as described below, shall be carefully noted and determination made as to whether further use of the rope would constitute a safety hazard.

1. Reduction of rope diameter below nominal diameter due to loss of core support, internal or external corrosion or wear of outside wires.

2. A number of broken outside wires and the degree of distribution or concentration of such broken wires.

3. Worn outside wires.

4. Sections of rope which are normally hidden during inspection or maintenance procedures, such as parts passing over sheaves, should be given close inspection as these are points most likely to fail.

5. Corroded or broken wires at end connections.

6. Corroded, cracked, bent, worn or improperly applied end connections.

7. Severe kinking, crushing, cutting or unstranding.

b. All rope which has been idle for a period of a month or more due to shut-down or storage of crane on which it is installed shall be given a thorough inspection before it is placed in service. This inspection

shall be for all types of deterioration and shall be performed by an appointed or designated person whose approval shall be required for further use of the rope. A written and dated report of the rope condition shall be filed.

c. Particular care shall be taken in inspection of nonrotating rope.

#### 4-2.4.2 Rope Replacement

a. No precise rules can be given for determination of the exact time for replacement of rope, since many variable factors are involved. Safety in this respect depends largely upon the use of good judgment by an appointed or designated person in evaluating remaining strength in a used rope after allowance for deterioration disclosed by inspection. Safety of rope operation depends upon this remaining strength.

b. Conditions such as the following should be sufficient reason for questioning rope safety and for consideration of replacement:

1. In running ropes, six randomly distributed broken wires in one rope lay, or three broken wires in one strand in one rope lay.

2. Wear of one-third the original diameter of outside individual wires.

3. Kinking, crushing, bird caging or any other damage resulting in distortion of the rope structure.

4. Evidence of any heat damage from any cause.

5. Reductions from nominal diameter of more than 1/64 inch for diameters up to and including 5/16 inch

1/32 inches for diameters 3/8 inch to and including 1/2 inch

3/64 inch for diameters 9/16 inch to and including 5/8 inch

1/16 inch for diameters 7/8 inch to and including 1-1/8 inch

3/32 inch for diameters 1 1/4 inch to and including 1 1/2 inch

c. Replacement rope shall be the same size, grade and construction as the original rope furnished by the crane manufacturer, unless otherwise recommended by the crane or rope manufacturer, due to actual working condition requirements. In standing ropes, more than two broken wires in one lay in sections beyond end connections or more than one broken wire at an end connection.

d. In order to establish data as a basis of judging

FIGURE 7.1F

the proper time for replacement, a continuing inspection record shall be maintained. This record shall cover points of deterioration listed in 4-2.4.1.

*e.* Special attention shall be given to end fastenings. Rope should be examined frequently at socketed fittings and upon the development of more than one broken wire adjacent to this point, the rope should be resocketed. Those portions of the rope subjected to bends and operation over drums or sheaves should be given close attention.

#### 4-2.4.3 Rope Maintenance

*a.* Rope shall be stored to prevent damage or deterioration.

*b.* Unreeling or uncoiling of rope shall be done as recommended by the rope manufacturer and with extreme care to avoid kinking or inducing a twist.

*c.* Before cutting a rope, seizing shall be placed on each side of the place where the rope is to be cut to prevent unlaying of strands. On preformed rope, one

seizing on each side of the cut is required. On non-preformed ropes of 7/8 inch diameter or smaller, two seizings on each side of the cut are required. On non-preformed rope of 1 inch or larger, three seizings on each side of the cut are required.

*d.* During installation, care shall be observed to avoid dragging of the rope in dirt or around objects which will scrape, nick, crush or induce sharp bends in it.

*e.* Rope should be maintained in a well-lubricated condition. It is important that lubricant applied as part of a maintenance program shall be compatible with the original lubricant and to this end the rope manufacturer should be consulted; lubricant applied to rope shall be a type which does not hinder visual inspection. Those sections of rope which are located over sheaves or otherwise hidden during inspection and maintenance procedures require special attention when lubricating rope. The object of rope lubrication is to reduce internal friction and to prevent corrosion.

FIGURE 7.1F

## 7.2 AMERICAN CRANE (Crane No. 1A)

### A. CONDITION

#### 1. Description

The American crane is a Model 254 with a 180-foot boom. The main hook capacity varies from 90 short tons at a 40-foot radius down to a 14 short tons at a 160-foot radius. The auxiliary hook capacity is 10 short tons at a 100-foot radius and 6 short tons at a 160-foot radius. A general arrangement drawing for this crane is shown in Figure 7.2A.

#### Performance Data

Main Hook Speed . . . . . 28 FPM

Auxiliary Hook Speed . . . . . 275 FPM

Swing Speed . . . . . .8 to 1.0 RPM

Travel Speed . . . . . 125 FPM

#### 2. History

The American crane was manufactured by the American Hoist and Derrick Company in 1963 and was one of two originally sold to the C.H. Bell Corporation for use during the construction of the Green Peter Dam east of the Eugene-Albany area in Oregon. The Port purchased the crane from the C.H. Bell Corporation in November 1967 for \$172,500. Originally the crane was built for a 44-foot gage rail. The necessary modifications to the lower crane structure area were made by the Port to convert it to our 32-foot gage system.

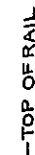
### 3. Tests/Inspections

The crane was visually inspected by J.R. Danielson, Port engineer, on January 6, and again while the crane was being used on March 2 and 18, 1981. On March 2, field measurements were conducted on the concentricity of the turntable rail and bull gear around the machinery house kingpin.

### 4. Present Condition

In general, the crane is in reasonably good condition. Historically, the crane has been reliable with the exception of the gantry drive. The crane wheels in particular are subject to recurrent failing. More specific comments are as follows:

- The slewing system is tight and operates very smoothly.
- The kingpin, turntable rail, bull gear and slewing pinion gear all appear in good shape. One of the upper turntable rails was replaced in November 1980, and appears to be in good condition now.
- The only serious problem area on this crane involves the gantry drive system which historically has caused problems. The crane wheels, gears and bushings are constantly having to be repaired. Some of the wheel-related problems can be attributed to the fact the crane rail on Pier C is not the recommended rail for the American crane. The present rail was installed for use with the Washington cranes prior to the purchase of the American crane. A second cause of the high incidence of wheel failures is related to the

PER CN-

**FIGURE 7.2A**



relatively small 20-inch-diameter wheel. As a comparison, the new Hitachi container cranes at Terminal 6 have 24-inch-diameter wheels and the existing Washington crane has 27-inch-diameter wheels. The gantry gear failures are probably simply the result of an underdesigned system.

- Approximately 75 percent of the machinery house truck rollers have badly worn bushings.
- Some of the upper boom sheaves are not taking grease.
- There is a leaking oil seal on hoist drive chain.
- Some localized paint failure both on the main structure and along the bottom of the machinery house skin.
- Electrical

The electrical system is a DC drive utilizing an on-board motor generator (MG) set. Control of the motors is via contactor switching of resistive elements in the DC circuit. The MG set runs at speed continuously when the crane is functioning.

- \* Other than normal service and cleaning needs, the crane is in good condition.
- \* The power pickup utilizes a dual pickup from the 480-volt crane power supply bus in the pier. The dual pickup should prevent momentary outages during travel, but outages still occur due to lack of contact. It has

been reported that the supports for the below deck electrical bus are not secure and movement has resulted in misalignment relative to the crane rails (i.e., crane pickups).

- \* Exterior lighting has been improved to a degree with the use of some H.I.D. fixtures. There are no portal lights. Machinery house lighting is poor--incandescent.
- \* The MC set located in the machinery house, is not enclosed, is subject to dirt accumulation and continuous operation results in very high noise levels within the machinery house.

## B. RECOMMENDATIONS

### 1. Priority

- Establish a scheduled preventative maintenance program as discussed for the Washington cranes.
- Establish a program to accurately monitor all costs for maintaining the present gantry drive system. Establish a project to complete an engineering analysis of the gantry drive system and to make a recommendation regarding the cost effectiveness of the following options:
  - \* Replace the existing rail on Pier C with the correct rail and modify the Washington crane (Reference Crane 1) to accept the new rail.

\* Redesign the American trucks by increasing wheel diameter, adding additional wheels and increase size and load carrying capacity of the gears.

\* Do nothing and accept the truck failure rate and resulting maintenance costs.

Engineering study estimated cost \$ 20,000

- Install new TCI electronic crane load system in operators cab.

Estimated cost \$ 1,200

- Schedule touch-up painting for this summer. Most areas can be repaired by cleaning the rusted steel, utilizing a combination of power tools, and hand brushing and applying a good primer and topcoat. By doing touch-up painting now, a complete repainting of the crane can be delayed for approximately five more years.

Estimated cost for touch-up painting \$ 4,000

- Inspect all structural joint connections for tightness.

Estimated cost \$ 1,500

- Hydraulic Boomsnubs

This item was never required by code and it is recommended they be removed as soon as practical. For additional history and background information on this subject, refer to Section 7.1 on Washington cranes.

Estimated removal cost \$ 750

- Install fire extinguisher in machinery house.  
Estimated cost \$ 100
- Replace all damaged machinery house roller bushings.  
Estimated cost \$ 3,500
- Determine cause for upper boom sheaves failing to take grease and correct problem.  
Estimated cost \$ 500
- Repair bad oil seal on drum drive chain.  
Estimated cost \$ 500
- Weatherize and insulate cabs, and replace existing heaters with forced air heater.  
Estimated cost \$ 2,500
- Electrical System
  - \* As with the Washington crane recommendations, continue to develop the maintenance program now under way.
  - \* Test and check condition of, and service the motors and the generator in place.  
Estimated cost \$ 5,000
  - \* Make adjustments to power pickup and bus system as defined in Section 7.1 for the Washington cranes.  
Estimated cost \$ 4,000
  - \* Install fluorescent lighting in the machinery house and HID fixtures on the portal.  
Estimated cost \$ 10,000

## 2. Considerations

### - Crane Anchors

The current method of securing the American crane from moving along the rail is by utilizing the gantry drive motor brakes and four sets of small wood chocks which are placed on either side of one gantry wheel. It is recommended crane anchor pins be designed and installed similar to the crane anchors supplied on the new cranes at Berth 312, 313 and 314. Based on past experience with the Washington cranes, it is a known fact that the wood chocks currently used do not hold in heavy winds.

Estimated cost    \$ 25,000

### 7.3 CLYDE CRANE (Crane No. 9)

#### A. CONDITION

##### 1. Description

The Dry Dock 3 wingwall mounted Clyde crane is a Model 14-E-80+3 with a 80-foot boom. The main hook capacity varies from 26 long tons at a 25-foot radius to 4 1/2 long tons at a 85-foot radius. The auxiliary hook has a fixed capacity of 4 1/2 long tons regardless of reach. The crane has a 13-foot gage and maximum operating wheel loads of 56,400 pounds.

A general arrangement drawing for this crane is shown in Figure 7.3A.

#### Performance Data

Main hook speed . . . . . 40 FPM

Auxiliary hook speed . . . . . 200 FPM

Derricking, maximum to  
minimum radius . . . . . 1 1/2 to 1 3/4 minute

Swing speed . . . . . 1 1/2 RPM

Travel speed . . . . . 150 FPM

##### 2. History

The Clyde crane was specifically designed and manufactured for use on Dry Dock 3, and was part of the original dry dock package purchased from Gunderson

Corporation. Final acceptance of the crane occurred on December 28, 1962. Historically, the crane has been used very little which accounts for the fact it is still in such good condition.

3. Tests/Inspections

The crane was visually inspected by Port engineer, J. R. Danielson, on January 7, 1981, and again while the crane was being used on March 18, 1981.

4. Present Condition

In general, the crane is in very good condition except for the paint system which is starting to fail in localized areas. More specific comments are as follows:

- The triple drum hoist appears in very good condition.
- The slewing and gantry drive systems are tight and operate very smoothly.
- The kingpin and turntable areas are in good shape.
- Some minor repair work needs to be done. See Items 2, 3 and 4 under Recommendation.
- No problem areas were discovered which warrant additional inspection.
- Electrical System
  - \* Utilizes motor control system similar to Washington cranes.





- \* Crane appears to be in good condition.  
Proximity to ships in dock create an exceptionally dirty atmosphere.
- \* Lighting in machinery house exceptionally poor.

B. RECOMMENDATIONS

1. Priority

- Establish a scheduled preventive maintenance program as discussed for the Washington cranes.
- Repair the Martin Decker load cell in operator cab.  
Estimated cost \$ 250
- Hydraulic Boomsnubs  
  
This item was never required by code and it is recommended they be removed as soon as practical. For additional history and background information on this subject, refer to Section 7.1 on Washington cranes.  
  
Estimated removal cost \$ 500
- Schedule touch-up painting for this summer. Most areas can be repaired by cleaning the rusted steel, utilizing a combination of power tools, and hand brushing with a wire brush. A good primer and topcoat can then be applied. By doing touch-up painting now, a complete repainting of the crane can be delayed for approximately four more years.  
Estimated cost for touch up-painting \$ 4,000

- Electrical System

\* As with the Washington cranes recommendations,  
continue to develop the maintenance program  
now under way.

\* Test and service motors.

Estimated cost \$ 1,500

\* Install fluorescent lighting in the machinery  
house.

Estimated cost \$ 500

2. Considerations

- Install an eve over cab access door and repair  
existing rust damage to top inside surface of door.

Estimated cost \$ 200

## 7.4 MOBILE EQUIPMENT

### A. CONDITION

#### 1. Description and History

The yard mobile equipment consists of: 15 assorted trucks, cars and vans; 6 lift trucks; 2 wheel loaders; 2 sweepers; 2 trailers; 1 wheel tractor; 1 truck crane; 1 high lift platform loader; 1 asphalt roller; and 2 personnel scooters. Their description, usage, age, etc., are outlined in the attached Mobile Equipment Condition Summary Figure 7.4A.

#### 2. Tests/Inspections

Each piece of equipment was visually inspected by Port engineer, J. R. Danielson, on March 16, 1981. Each unit's usage at the PSRY and its condition was discussed with Machinists Foreman, Darrel Haynes, and some of the individual operators. No actual test of any piece of equipment was conducted.

#### 3. Present Condition

As would be expected, the condition of each piece of equipment varied in direct relation to its age and the amount of usage it has received. Specific condition statements for each piece of equipment are recorded on the attached Figure 7.4A. The following general comments also apply:

- The preventive maintenance program now being developed by SRY operations staff is sorely needed. Nowhere is this more evident than in the mobile equipment maintenance.

- Maintenance records are poor or non-existent.

## B. RECOMMENDATIONS

### 1. Priority

- Proceed with establishing a scheduled preventive maintenance program on each piece of equipment. Suggest this program be set up utilizing the same or a similar computer format as the marine terminals have developed. This is a monthly report which shows for each piece of equipment such things as: fuel quantity and cost, hourly usage during the month, engine oil consumption, usage to date (total mileage or hours), preventive maintenance cost (hours, wages, parts costs), total unit cost and operating cost per hour or mile. For reference purposes, a copy of the Marine Department's report is included as Figure 7.4B.

- The existing three-wheel personnel scooters (SRY 34 and SRY 30) are heavily used and both are starting to require extensive maintenance work. Recommend two or three new scooters be purchased to replace the existing two. Consideration should be given to the new electric units such as in use at Terminal 6.

Estimated cost for three new units is \$15,000

- The existing Hyster H100C, 10,000-pound-capacity lift truck (SRY 15) is 18 years old and in fair condition. It is recommended that it be replaced with another 10,000-pound-capacity truck within the next year. This particular size truck works out very well for setting blocks on the older dry docks, so it is suggested any replacement unit have same relative size and capacity.

Estimated cost for a new 10,000-pound-capacity truck is \$35,000

- The existing Case 1740 wheel loader (SRY 13) is slightly over five years old, but is starting to require a lot of maintenance. It is recommended a new unit be purchased within the next year.

Estimated 1981 cost for a similar unit  
with backhoe is

\$28,000

- The existing Towmotor V225 lift truck (SRY 12) with dual operator controls is not being used and should be converted back into a conventional lift truck with about a 16-foot upright.

Estimated cost for this conversion is \$18,000

- The Caterpillar DW10 wheel loader (SRY 18) is approximately 35 years old and is currently performing its intended job very adequately. However, as this vehicle is phased out due to age, it is recommended that the new Caterpillar 910 wheel loader be used for towing trailers around. Calculations indicate a maximum drawbar pull capacity of 8,100 pounds with the DW10 and 13,000 pounds for the Cat 910 loader. The only modification required to the Cat 910 is to equip it with a compressed air system to operate the trailer brakes and the addition of a Holland pintle hitch.

Estimated cost for these modifications is \$ 2,000

- The Gerlinger lift truck, Buffalo-Springfield asphalt roller and 1959 Chevrolet ambulance should be sold for scrap, or donated to a museum.

07/09/81 - 0381E/0389E - 45C008

FIGURE 7.4A - MOBILE EQUIPMENT CONDITION SUMMARY

Identification Number	Description	Usage	Year	Purchase	Hours/	Condition
				Cost	Mileage	
SRV-10 S/N 80U7419	Caterpillar 910 4-wheel drive Loader --5-yard Snow Basket --2-yard Sand Bucket --7 1/2 foot Angle Blade --Diesel Engine	Generally used at least once a day.	Purchased new 02/1/79	\$43,358	230 hours	Very good, except for cracked front windshield and broken load leveler.
SRV-23 S/N C007P03660A	Hyster H180H Lift Truck --Basic Capacity, 18,000 lbs @ 24" L.C. --Sideshift Fork Positioner --146" Upright --Diesel Engine	Generally used at least once a day.	Purchased new 12/30/80	\$48,716	162 hours	Very good.
SRV-12 S/N 721V503	Towmotor V225 Lift Truck --Basic Capacity 22,000 lbs. @ 24" L.C. --Sideshift Fork Positioner --22" Upright lift --Designed to work under ships on DD #4 --Dual controls, Top/Side --Diesel Engine	Very rarely used. Poor operator acceptance due to maneuverability problems associated with side mounted controls.	Purchased new 03/79	\$83,649	207 hours	Very good, except still having some shifting problems caused by dual control system.
SRV-11 S/N 721V502	Towmotor V225 Lift Truck --Basic Capacity 22,000 lbs @ 24" L.C. --Sideshift Fork Positioner --218" Upright --72" Forks --Diesel Engine	Generally used at least once a day.	Purchased new 09/78	\$52,700	417 hours	Very good, except for blown engine which is being replaced with new engine purchased from Halton Tractor.

FIGURE 7.4A - MOBILE EQUIPMENT CONDITION SUMMARY

PSY500000920

Identification Number	Description	Usage	Year	Purchase Cost	Hours/ Mileage	Condition
No SRY-number S/N USA0817492	Pointer Willamette 45-Ton Trailer --24 Wheel Trailer --Length - 24' --Width - 9'6" --Bed Height - 4'4"	Occasional use, performs very well for intended usage at SRY.	Manufactured 02/26/45 Purchased 10/75	\$ 3,000	N/A	Reconditioned by Port maintenance staff in October 1975. Approximately half the tires are weather checked, but still acceptable for yard usage. Deck has slight sag in it, but still very adequate for Port usage. Steering knuckle in good shape.
No SRY-number S/N 429.42	Beall Pipe and Tank 50-ton Trailer --Model B8W-SPEC --16 Tire	Occasional use, performs very well for intended usage at SRY	Manufactured 10/09/42 Purchased 07/01/52	\$ 5,500	N/A	Wood deck in bad shape, planking should be replaced. Some weather checking of tires, but they are still acceptable for yard usage. Paint is bad, but would just get blasted off next time a contractor used it. Steering knuckle in good shape.
SRY-9 S/N 2303	Lull High Lift Loader (Model 7C2-40) --40' Platform Lift Ht..  --4,000 lbs Capacity --Diesel Engine	Used quite a bit for changing yard lights, working on dry docks.  Good operator acceptance. Used a lot more than the Bucyrus-Erie Truck Crane.	Purchased new 10/01/70	\$18,317	3,503 hours	Good condition, no real problems yet - reliable. Unit still fairly clean. Cab glass broken, exhaust systems need work.
SRY-15 S/N C6D1546E	Hyster H100C Lift Truck --Basic Capacity 10,000 lbs. @24" L.C. --Gas Engine	Used a lot around yard for general maintenance. Used to build blocks on Dry docks 1,2, & 3	Purchased 01/31/63	\$12,691	1,919 hours	Fair condition, runs okay. Unit starting to require lots of main- tenance---\$2,000 spent in Fall of 1980 to have unit winterized, painted, and hydraulic clutch work. Will need new tires within the year.

FIGURE 7.4A - MOBILE EQUIPMENT CONDITION SUMMARY

PSY500000921

Identification Number	Description	Usage	Year	Purchase Cost	Hours/ Mileage	Condition
SRY-18 S/N-N/A	Caterpillar DW10 Wheel Tractor --Diesel Engine	Used approximately once a week	Manufactured early 1940's Purchased 07/01/52	\$ 7,000	N/A	Fair. Starts easily and runs good. Clutches need to be worked on. Tires weather checked, but adequate for yard usage.
SRY-34 S/N-N/A	Otis Three Wheel Personnel Scooter --Onan Air Cooled 2 Cylinder Gas Engine --Small Tool Box in Rear	Used every day by oiler on both day and swing shifts.	Manufactured 1974	N/A	14,302 miles	Poor. Starting to require lots of work. Experiencing electrical problems.
SRY-30 S/N-N/A	Cushman Three Wheel Personnel Scooter --Gas Engine	Sees a lot of use	Purchased 04/01/69	\$ 1,544	N/A	Just barely runs. Brakes gone. No suspension left. Was scraped out once and then retrieved from scrap pile. Needs to be replaced.
SRY-14 S/N TW125-4-2178	Topline Electric Lift Truck (Model 1500) --Basic Capacity 1,500 lbs.	Used a lot every day by electricians, mechanists, carpenters.	Purchased approximately 5 years ago	N/A	N/A	Good shape. Runs good. New battery purchased Fall 1980. Requires little maintenance.
No SRY number assigned S/N 22B45	Bucyrus Erie Truck Crane --8 Tons on Head Block --4 Tons on WHIP line	Occasionally used, perhaps 2 or 3 times a month on the average. Sees most of it usage over at Berths 306,307, 308 and Sealand where there is no other crane service. Has been used at BWTP.	Purchased 07/01/52 Manufactured in 1943	\$10,560	N/A	Poor condition, runs good. Good tires. Parts availability unknown. Requires two men to operate. <u>Recommend</u> <u>Boomsnubs be removed.</u>

FIGURE 7.4A - MOBILE EQUIPMENT CONDITION SUMMARY

PSY500000922



<u>Identification</u> <u>Number</u>	<u>Description</u>	<u>Usage</u>	<u>Year</u>	<u>Purchase</u> <u>Cost</u>	<u>Hours/</u> <u>Mileage</u>	<u>Condition</u>
No SRY number assigned S/N V/R 1937-P	Wayne Power Sweeper (Model 654XD) --Dual Side Brooms	Unit used quite a bit in summer, but unable to work when ground is wet. Yard definitely has need for small sweeper.	Purchased 07/01/70	\$ 4,705	920 hours	Fair condition. Clutches and drive train starting to cause problems. Engine in fairly good shape. Starting to require a lot of time and money to maintain.
No SRY number assigned S/N S430	1967 Elgin Pelican Sweeper --Foam Filled Tires	Unit used quite a bit. Yard definitely has need for this size sweeper.	Purchased 09/23/80	\$ 8,000	26,492 miles	Good mechanical condition. Main- tance Department has some spare parts on hand that came with unit when purchased.
SRY-13 S/N 9827588	Case 1740 Loader --Diesel Power --All Wheel Drive --40 HP	Used primarily for removing sand from Dry Docks 1,2, & 3. Works very well for this duty.	Purchased 10/01/75	\$ 9,686	1,807 hours	Starting to require lots of maintenance.
SRY-6 S/N E10YU40445	1974 Blue Pickup Truck --Automatic Transmission --1/2 Ton Capacity	Used every day. Assigned to machinists	N/A	N/A	33,139 miles	Good condition. Good Tires. Passed DEQ inspection. Body Rough.
No SRY number assigned S/N F35AKF17464	1969 Red Ford 350 Stake Truck --Power Lift Gate --Flat Bed	Assigned to Electrical Department	Purchased 03/81	\$ 1,500	79,000 miles	Runs Good. Body in good shape. New paint job. Recently purchased from U.S. Postal Service.
SRY-8 S/N 10662DHA41059	1974 International Loadstar 5 Ton Flat Bed Truck --345 V-8 Engine	Used every day by carpenters.	Purchased 10/01/74	\$ 5,704	9,161 miles	Engine, body, and tires in good shape.

FIGURE 7.4A - MOBILE EQUIPMENT CONDITION SUMMARY

PSY500000923

Identification Number	Description	Usage	Year	Purchase Cost	Hours/ Mileage	Condition
SRY-5 S/N CLN4688213571	1977 Chevrolet LUV Pickup --4 Cylinder Engine --Automatic Transmission	Assigned to carpenters	Purchased new 01/01/78	\$ 3,483	29,001 miles	Engine, body, and tires in good shape.
SRY-4 S/N CLN468208248	1977 Chevrolet LUV Pickup --4 Cylinder Engine --Automatic Transmission	Assigned to Electrical Department	Purchased new 01/01/78	\$ 3,477	9,119 miles	Needs complete new muffler system. Front end out of alignment. Runs poorly. Transmission needs adjustment. Rear fender damaged. Body rough.
SRY-24 S/N CLN14A828838	1981 Chevrolet LUV Pickup --1/2 ton	Assigned to office	Purchased new 01/13/81	\$ 5,618	896 miles	Brand new--excellent condition
SRY-25 S/N CLN14A8180237	1981 Chevrolet LUV Pickup --1/2 ton	Assigned to Dock Crew	Purchased new 01/13/81	\$ 5,618	1,442 miles	Brand new--excellent condition
SRY-2 S/N CGL2674145719	1977 Lt. Blue Chevrolet Van --350 V-8 Engine --8 passenger	Used every day.	Purchased new 01/01/78	\$ 5,506	18,304 miles	Runs good. Fairly clean. Good tires.
No SRY number assigned S/N 3H27H183265	1973 Ford Torino Passenger Car --4 Door --White	Assigned to Crane Department	N/A	N/A	5,644(?)miles	Poor condition.
No SRY number assigned S/N-N/A License-E119141	19XX Ford Torino Station Wagon --White --Automatic Transmission	- - - - -	Received from Marine Department End of February	N/A	50,191 miles	Fair condition. Good tires.

FIGURE 7.4A - MOBILE EQUIPMENT CONDITION SUMMARY

PSY500000924

Identification Number	Description	Usage	Year	Purchase Cost	Hours/ Mileage	Condition
No SRY number assigned S/N 2GCDG15G784133451	1981 Chevrolet Van --1/2 Ton --White --V-8 Engine --3 Speed Automatic Transmission --2 BBL Carb	- - - - -	Purchased new 1981	\$ 7,215	41 miles	Brand new.
No SRY number assigned S/N A6A057E233355	1976 AMC Hornet Passenger Car --Light brown	Assigned to Electrical	Purchased 03/81	\$ 800	62,255 miles	Purchased from U.S. Postal Service early March 1981. Looks clean.
SRY-1 S/N F15GRCE1065	1978 Ford F150 Custom 1/2 Ton Pickup --302 V-8 Engine --Automatic Transmission --White	Used every day	Purchased new 04/01/79	\$ 4,963	18,418 miles	Runs good. Body clean, except for broken front windshield and small dent in rear bumper. Good tires. Truck bed straight. Interior clean. Automatic trans- mission rebuilt end of 02/81. Passed DEG in 01/81/
SRY-3 S/N E22GHU83517	1974 Van --V-8 Engine --Built in Wood Bench --White with blue top	Used every day.	N/A	N/A	43,607 miles	Starts and runs good. Tires in good shape. Body rough (starting to rust out along rocker panel). Rear U Joint going out. Needs break work.
no SRY number assigned S/N 8359	Gerlinger Fork Truck --10,000 lbs. Capacity	Unusable.	Purchased 06/30/58	\$ 8,786	N/A	Doesn't run. Engine seized up. Should be scraped.
SRY-7 S/N 3A590116278L	1959 Chevrolet Ambulance --White	Used every day. Assigned to Machinists	Received at SRY-04/01/70	Donated	34,162	To be sold or scraped.
SRY-46 S/N 424	Buffalo - Springfield Asphalt paving roller	Sees very little use	N/A	N/A	N/A	Pre-world war II model. Completely worn out. No parts available. Should be scraped.

FIGURE 7.4A - MOBILE EQUIPMENT CONDITION SUMMARY

PSY500000925

PORT OF PORTLAND		T-1 & 2		MAINTENANCE COST REPORT										FOR PERIOD ENDING 12/31/80						MONTHLY			PAGE	1
EQUIPMENT		FUEL(E)(D)(G)(P)	CURRENT	USE TO	PREVENTATIVE MAINTENANCE			EQUIPMENT			REPAIRS			TOTAL	COST									
UNIT	* FUEL FUEL USE	DATE	MECHANICAL	ELECTRICAL	EQUIPMENT			REPAIRS			UNIT	PER												
ID. DESCRIPTION	* QNTY. COST ML/HR OIL ML/HR	HRS WAGES PARTS	HRS WAGES PARTS	HRS WAGES PARTS	HRS WAGES PARTS	HRS WAGES PARTS	HRS WAGES PARTS	HRS WAGES PARTS	HRS WAGES PARTS	HRS WAGES PARTS	COST	ML/HR												
52 COLBY CRANE	E		3239																					
56 AMERICAN CRANE	E	49	1368	12	255	23	3	80	6	33	692		6	160	1216	24.82								
41 INVTY.REBUILD *																								
41 GNTY. CRANES *												33			33									
LOCATION 2341		49		12	255	23	3	80	6	33	692	33	6	160	1249									
61 AMER TRK CRN.	D		1700							117	2491	313			2804									
51 TRUCK 361	D	4	1712																					
43 INVTY.REBUILD *																								
43 MICS EQUIPMNT *												10			10									
LOCATION 2343		4								117	2491	323			2814									
44 INVTY.REBUILD *																								
44 HY/LIFT CRANE *												6			6									
LOCATION 2344												6			6									
00 77 MAVERICK	G		6	31987																				
03 AMC HORNET	G	33	31	255	2	27200																		
05 INIL TRUCK	G	77	73	64		58784																		
09 FORD 1 1/2 TN	G	122	116	68		2251				3	53	10			63	.93								
14 LUV PICKUP	G	35	33	260		18680																		
20 HORNET 4 DR	G	88	84	245		67141																		
30 INT 10 IN FB	G					38689																		
34 FORD FLAT BED	G	86	82	81		40229				33	703	494			1197	14.78								
36 77 CHEV 1/2 T	G			851		28131				5	96	12			108	.13								
34 CHEV 4/DR SDN	G	82	78	223		58405																		
45 FORD 4/DR SDN	G	31	29	299		77880				3	64	66			130	.43								
47 DATSUN PICKUP	G	150	143	892	3	38617	2	43	19	7	149	87			298	.33								
60 CHEV 1/2 TON	G	136	129	961	5	58699				9	192	11			203	.21								
61 CHEV 1/2 TON	G	121	115	805		9892																		
62 CHEV 1/2 TON	G	92	87	425		4747				3	53	10			63	.15								
63 CHEV 1/2 TON	G	30	29	329		2626																		
66 DODGE PICKUP	G	100	95	390		36167				21	447	107			554	1.42								
67 DODGE PICKUP	G	88	84	417	5	45989				1	11				11	.03								
71 LUV PICKUP	G	42	40	454		31057				2	43	3			46	.10								
72 LUV PICKUP	G	114	108	267		26524				5	107	90			197	.74								
73 LUV PICKUP	G	13	12	282		8812				1	21				21	.07								
78 DODGE 1/2 TON	G					33028																		
16 HORNET 4 DR	G	29	28	114		40500																		
11 DOCK AUTO	G	9	9	285		9692																		
15 INVTY.REBUILD *																								
145 AUTOS & TRUCKS *												50			50									
LOCATION 2345		1478	1405	7973			2	43	19	93	1939	940			2941									
51 HYSTER VAN/CR	G		7	477						3	64				64	9.14								
52 HYSTER VAN/CR	G	42	40	44		2004																		
53 CLARK VAN/CRR	D	103	95	58		6873	4	85	83	48	1022	5			1195	20.60								
54 CLARK VAN/CRR	D	140	129	47	1	9170	6	128	104	7	149				381	8.11								
55 CLARK VAN/CRR	D	113	104	46	1	4645	5	106	86	28	596	40			828	18.00								
56 CLARK VAN/CRR	D	159	146	100	1	7426				10	213				213	2.13								
57 TCM VAN/CRR	D			20		5865				6	128	18			146	7.30								
58 TCM VAN/CRR	D	50	46	12		5328																		
59 TCM VAN/CRR	D	40	37	33		3395																		
47 INVTY.REBUILD *																								

PSY500000926

THE POKI OF PORTLAND		1-1 & 2		MAINTENANCE CUSI		REPUKI		POK PERIOD ENDING 12/31/80		MONTHLY		PAGE	
EQUIPMENT UNIT NO.	DESCRIPTION	FUEL (G) * QNTY.	COST	CURRENT USE ML/HR	DATE	USE TO ML/HR	PREVENTATIVE MECHANICAL HRS	MAINTENANCE ELECTRICAL HRS	WAGES PARTS HRS	EQUIPMENT MECHANICAL HRS	WAGES PARTS HRS	K E P A I R S ELECTRICAL HRS	TOTAL UNIT COST
9347	VAN CARRIERS	647	597	367			15	319	273	102	2172	277	277
	LOCATION 2347												3104
102	HYSTER LT/TKR G	48	46	25	852		2	43	8	3	64		115
103	HYSTER LT/TKR G	77	73	59	1326					1	21		28
104	HYSTER LT/TKR G	103	98	43	1836		3	64	14	3	64		155
114	HYSTER LT/TKR G	90	86	32	9999	3	4	85	14	2	43		143
118	CLARK LT/TKR G	95	90	74	1175					2	43		43
119	CLARK LT/TKR G				805					10	202		202
120	HYSTER LT/TKR G	105	100	8	7575					2	42		61
121	HYSTER LT/TKR G	134	127	45	7965		2	43	8	7	138		243
124	HYSTER LT/TKR G	81	77	47	1068					5	96		103
127	HYSTER LT/TKR G	71	67	7	6947					1	21		21
128	HYSTER LT/TKR G	54	51	12	5698					1	21		21
130	HYSTER LT/TKR G	144	137	53	7760	3				7	138		198
132	HYSTER LT/TKR G	81	77	36	7366	4				3	64		83
133	HYSTER LT/TKR P	56	34	39	10378					4	85		163
134	HYSTER LT/TKR G	54	51	35	3990					6	117		157
135	HYSTER LT/TKR G	87	83	35	5698	2							4.49
136	CLARK LT/TKR P	28	17	35	5492		3	64	8	4	75		152
137	CLARK LT/TKR P	30	18	3	4392								4.34
138	CLARK LT/TKR G	18	17	4	1896					1	21		21
139	CLARK LT/TKR G	123	117	31	3390					3	64		79
140	CLARK LT/TKR G	43	41	24	4681					3	64		73
141	CLARK LT/TKR G	25	24	11	6556					51	1075		1911
148	HYSTER LT/TKR G	69	66	35	7073		3	64	8	5	106		173.73
149	HYSTER LT/TKR G	90	86	70	6031	6							200
150	HYSTER LT/TKR G	21	20	8	6214					10	213		345
152	HYSTER LT/TKR P	42	26	30	1252								43.13
153	HYSTER LT/TKR P	48	29	61	5856					5	96		147
176	RAYMOND LT/TKR E				62								2.41
178	HYSTER LT/TKR P	121	74	78	2552								
179	HYSTER LT/TKR P			113	1761					2	32		32
183	CLARK LT/TKR P	26	16	18	35					3	64		102
8348 INVLY. REBUILD *													
9348	LT 0-4 TONS									144	2969		148
	LOCATION 2348	1964	1748	1071			17	363	60				4952
112	TOWNR LT/TKR G	78	74	65	1626					1	21		116
113	HYSTER LT/TKR G	47	45	15	3578		3	64	8	2	43		133
123	CLARK LT/TKR G	96	91	8	2642					20	426		516
8349 INVLY. REBUILD *													
9349	LT 8-12 TONS									8	160		270
	LOCATION 2349	221	210	88			6	128	39	31	650		1055
105	TOWNR LT/TKR D	40	37	70	207								
106	TOWNR LT/TKR D	28	26	37	167					2	32		32
125	TOWNR LT/TKR G	212	201		1592		3	64	8	3	64		178
151	HYSTER LT/TKR G	227	216	16	9066	1	3	64	10	3	64		146
177	TOWNR LT/TKR D	96	88	39	2016		5	106	11	5	106		117
8350 INVLY. REBUILD *													
9350	LT 12-26 TONS												115
	LOCATION 2350	603	568	162			11	234	29	13	266		24
													612



October 14, 1991

Emily Erzen  
Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

Dear Emily:

Enclosed, for your future reference, is a copy of your PSRY tenant - premises report, as of July 1, 1991, upon which I've noted the corresponding real property account number.

As always, let me know how we may be of further assistance.

Sincerely,

Michael Chamberlain

F:\COM\ERZEN.LLP\lp

all spaces highlighted in yellow are either  
new or modified from 1990

PORTLAND SHIP REPAIR YARD TENANTS  
As of July 1, 1991

**Allstate Industrial and Marine Cleaning**  
985 South Seaside Ave.  
Terminal Island, CA 90731

✓ R-94117-0824 < Building 80 ground floor office and storage space 1,164 sf  
5 Parking Spaces 1,000 sf

**Allwaste Asbestos Abatement**  
204 SE Stonemille Dr., Suite 270  
Vancouver, WA 87557

✓ R-94117-1372 → Building 10 ground floor office 578 sf

**AMSCO Refrigeration, Inc**  
5555 N. Channel Ave., Building 43  
Portland, OR 97217

✓ R-94117-0773 < Building 43 office 2,000 sf  
Building 43 shop 4,780 sf  
Yard Space 1,200 sf

**E. J. Bartells**  
P.O Box 3086  
Portland, OR 97208

✓ R-94117-1334 → Building 72 partial Bay 6 shop space 3,800 sf

**Blasco, Inc.**  
5128 N. Albina St.  
Portland, OR 97217

✓ R-94117-0829 → Building 80 ground floor office

**RECEIVED**  
MULTNOMAH COUNTY

230 sf

JUL 15 1991

DIRECTOR, DIVISION OF  
ASSESSMENT & TAXATION

PSY500000929

**Cascade General**  
5555 N. Channel Ave., Building 71  
Portland, OR 97217

Improved yard space:

✓ R-94117-1343	→ Across from Building 4, Bay 6	28,800 sf
	→ Across from Building 4, Bays 3 & 4	15,000 sf
	→ Sandblast Hopper across from Bldg 73 Bay 2	3,000 sf
	→ Near B314 lunchroom	11,250 sf
✓ R-94117-1270	→ Surrounding Building 71 office	30,946 sf
	→ Improved Yard Space behind C.U.B.	5,855 sf
✓ R-94117-0804	→ Building 71 office	14,823 sf
✓ R-94117-0790	→ Building 50, Bay 3 shop	3,000 sf
	→ Building 63 shop	12,667 sf
	→ Building 63A shop	5,790 sf
✓ R-94117-0750	→ Building 9 office/shop	13,670 sf
✓ R-94117-0640	→ Building 4, Bay 6	25,000 sf
✓ R-94117-0650	→ Building 4, Bay 7 shop	25,000 sf
✓ R-94117-0690	→ Building 4, Bay 8 shop	25,637 sf
✓ R-94117-0430	→ Building 4, Bay 9 shop	25,000 sf
✓ R-94117-0710	→ Building 4, Bay 10 shop	24,296 sf
✓ R-94117-0670	→ Building 4, Bay 11 shop	28,780 sf
	→ Office Trailer	1,150 sf
R-94117-1320	→ Building 73, Bay 2 shop	12,100 sf

**Chemical Processors, Inc**  
5420 N Lagoon  
Portland, OR 97217

✓ R-94120-1160	→ Building 70 office and shop	12,018 sf, or 1.0298 AC
✓ R-94117-1280 + 94120-1150	→ Improved yard space	1.227 - 2.255 acres



Page 3

Portland, OR 97211

200 54

Portland, OR 97207

580 sf

Seattle, WA 98106

2,400 sf

N/A

1,800 sf

Portland, OR 97217

1,248 sf

Theodore, AL 36590

4,500 sf

PSRY Tenants  
July 1, 1991  
Page 4

**Jiggs Floors**  
4835 N. Albina Ave.  
Portland, OR 97217

✓ R-94117-0746 → Building 10 downstairs shop/storage 484 sf

**Lips Propellers**  
P.O. Box 17161  
Portland, OR 97217

✓ R-94117-1331 { Improved yard space south of Bldg 50 Bay 3 5,000 sf  
Also includes Lips owned trailer

**Tom Maples & Assoc**  
5555 N. Channel Ave. Building 4 Annex  
Portland, OR 97217

✓ R-94117-0283 → Building 4 Annex ground floor office 420 sf

**Marine Propulsion services, Inc**  
5555 N. Channel Ave. Building 50  
Portland, OR 97217

✓ R-94117-0801 → Building 50 Bay 4 shop 3,310 sf  
✓ R-94117-0803 → Building 50 Bay 2 office and shop 3,125 sf  
✓ R-94117-0823 { Building 80 shop/storage 1,106 sf  
Improved yard space south of Building 43 2,400 sf  
Improved yard space next to Bldg. 73 1,500 sf  
Parking 14 Spaces 2,800 sf

**Don Merritt**  
3334 S.W. Huber Street  
Portland, OR 97219

✓ R-94117-0705 → Building 10 Office Upstairs 230 sf

**John Murdock**  
5555 N. Channel Ave. Building 4 Annex  
Portland, OR 97217

✓ R-94117-0282 → Building 4 Annex ground floor office 528 sf

PSRY Tenants  
July 1, 1991  
Page 5

**M.M.P. Quality Inspections, Inc.**  
3935 E. Broadway  
Long Beach, CA 90803

✓ R-94117-1373 { Building 10 Upstairs office 180 sf  
2 Parking Spaces 400 sf

**Ronald Nisbet Assoc, Inc.**  
P.O. Box 1186  
San Pedro, CA 90733

✓ R-94117-1374 → Building 10 ground floor office/storage 800 sf

**Northwest Marine, Inc.**  
5555 N. Channel Ave. Building 2  
Portland, OR 97217

✓ R-94117-0768 { Building 10 ground floor office 2,088 sf  
Building 10 ground floor shop 8,227 sf  
✓ R-94117-0767 → Building 10 ground floor warehouse 3,080 sf  
✓ R-94117-1346 → Improved yard space (sandhopper) 1,056 sf  
R-94117-1306 → Building 73 Bay 1 shop 12,100 sf  
✓ R-94117-1347 → Improved yard space across from Berth 306 45,224 -41,363 sf

**R.E.H., Inc.** (WSI)  
P.O. Box 4768  
Portland, OR 97208

✓ R-94117-1370 → Building 10 Shop area 3,560 sf

**Wallashek Industries, Inc.**  
5211 1st Ave South, Unit C  
Seattle, WA 98108

✓ R-94117-1376 → Building 10 Shop 1,680 sf

PSRY Tenants  
July 1, 1991  
Page 6

W & O Supply, Inc.  
P.O. Box 3907  
Jacksonville, FL 32206

✓ R-94117-1336 → Building 72, Bay 1 shop 5,000 sf

Westest, Inc.  
8410 West Mercer Way  
Mercer Island, Wa 98040

✓ R-94117-0287 { Building 4 Annex Office/storage 1,020 sf  
4 parking spaces 800 sf

West State, Inc.  
5555 N Channel Ave. Building 72  
Portland, OR 97217

✓ R-94117-1340 { Building 72 Bay 2 shop 8,400 sf  
Building 72 Bay 3 shop 8,400 sf  
Building 72 Bay 4 shop 8,400 sf  
Building 72 Bay 5 shop 8,400 sf  
Building 72 Bay 6 shop 2,200 sf  
Building 72 upstairs office 5,000 sf  
✓ R-94117-1345 { Improved Yard space adjacent to Bldg 72 12,500 sf  
Improved Yard space across from Bldg 4 Bays 9,10,11 44,512 sf  
Improved Yard Space next to Building 73 5,500 sf  
✓ R-94117-0762 { Building 10 upstairs office 6,800 sf  
4 Parking spaces 800 sf  
✓ R-94117-0420 → Building 4, Bay 2 shop 25,000 sf



# Port of Portland

2000 SW Alder, Room 400  
Portland, OR 97205-3603

July 10, 1991

Mike Chamberlain  
Property Appraiser  
Division of Assessment and Taxation  
610 SW Alder, Room 400  
Portland, OR 97205-3603

Dear Mike:

RE: PSRY TENANT STATUS FOR TAX YEAR 1991/92

Attached is a list of PSRY leased properties as of July 1, 1991. The properties are grouped by tenant and are identified by type of space and the square footage under lease. I have also attached a copy of the check list that we use for our monthly billings.

The properties highlighted in yellow are new or modified from last year.

Please call me at 240-3012 if you have any questions.

Sincerely,

Emily Erzen  
Contracts Administration Manager  
Portland Ship Repair Yard

Enclosure



Port of Portland offices located in Portland, Oregon, U.S.A.  
Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000935

## MONTHLY SUMMARY OF LEASE AND PERMIT INFORMATION FOR BILLING

MONTH: July, 1991

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Allstate Industrial and Marine 1620 Newton San Diego, CA 92113 CUSTOMER NUMBER: 11781 CONTRACT NUMBER: 91-063 INVOICE NUMBER:	Building 80 office and storage 1164.5 sf @ \$0.50/sf  Flat utility rate 1164.5 sf @ \$0.10/sf  Parking - 5 spaces	\$ 582.25  \$ 116.45  \$ 60.00	69100 51311 400  68140 51311 700  62700 51311 500	
LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Allwaste Asbestos Abatement 204 SE Stonemill Dr., Suite 270 Vancouver, WA 98668 CUSTOMER NUMBER: 11785 CONTRACT NUMBER: 90-219 INVOICE NUMBER:	Building 10 office 578 sf @ \$0.60/sf  Flat utility rate 578 sf @ \$0.15/sf	\$ 346.80  \$ 86.70	69100 51311 400  68140 51311 700	
LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Amsco Refrigeration, Inc. 5555 N. Channel Ave., Bldg 43 Portland, OR 97217 CUSTOMER NUMBER: 10261 CONTRACT NUMBER: 90-128 INVOICE NUMBER:	Building 43 office and shop Shop 4780 sf @ \$0.25/sf Dwnstairs office 680sf @ \$.60/sf Upstairs office 1324sf @ \$.25/sf Amortization of Improvements: (\$19,677 over 5 yrs @ 10%)  Flat utility rate shop 4780 sf @ \$0.05/sf office 2004 sf @ \$0.10/sf	\$ 2,352.08     \$ 439.40	69100 51311 400     68140 51311 700	

July 1991

PSY500000936

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Amsco Refrigeration, Inc.  5555 N. Channel Ave., Bldg 43 Portland, OR 97217  CUSTOMER NUMBER: 10261  CONTRACT NUMBER: Permit  INVOICE NUMBER:	Yard Space next to Bldg. 43 1,200 sf @ \$.06/sf	\$ 72.00	62700 51311 500	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
The E.J. Bartells Company  P.O. Box 3086 Portland, OR 97208  CUSTOMER NUMBER: 16231  CONTRACT NUMBER: 91-001  INVOICE NUMBER:	Building 72 partial Bay 6 shop 3800 sf @ \$.30/sf  Flat utility rate 3800 sf @ \$.05/sf	\$ 1,140.00  \$ 190.00	69100 51313 400  68140 51313 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Blasco, Inc.  5128 N. Albina Portland, OR 97217  CUSTOMER NUMBER: 18200  CONTRACT NUMBER: 89-130  INVOICE NUMBER:	Building 80 office 230 sf @ \$.45/sf  Flat utility rate 230 sf @ \$.10/sf	\$ 103.50  \$ 23.00	69100 51311 400  68140 51311 700	

July 1991

PSY500000937

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Cascade General, Inc. 5555 N. Channel Ave. Bldg. 71 Portland, OR 97217  CUSTOMER NUMBER: 22920  CONTRACT NUMBER: Permit  INVOICE NUMBER:	Storage area for paint 5855 sf @ \$.06/sf	\$ 351.30	62700 51313 500	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Cascade General, Inc. 5555 N. Channel Ave. Bldg. 71 Portland, OR 97217  CUSTOMER NUMBER: 22920  CONTRACT NUMBER: 91-024  INVOICE NUMBER:	First Aid Trailer Next to Bldg. 4  Utilities (flat rate)	\$ 464.00  \$ 150.00	69100 51311 400  68140 51311 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Cascade General, Inc. 5555 N. Channel Ave. Bldg. 71 Portland, OR 97217  CUSTOMER NUMBER: 22920  CONTRACT NUMBER: 91-002  INVOICE NUMBER:	Building 4 Bay 6 25,000 sf shop @ \$.23/sf  Utilities (metered) Electricity _____ KWH @ \$.10/kwh Water & Sewer \$137.50/mo	\$ 5,750.00  \$ _____ \$ 137.50	69100 51311 400  68140 51311 700 68120 51311 700	

July 1991

PSY500000938



LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Cascade General, Inc. 5555 N. Channel Ave. Bldg. 71 Portland, OR 97217 CUSTOMER NUMBER: 22920 CONTRACT NUMBER: 89-141 INVOICE NUMBER:	Building 71 office and yard space 14,823 sf office @ \$.60/sf 30,946 sf yard space @ \$.06/sf Flat utility rate 14,823 sf @ \$.15/sf	\$ 8,893.80 \$ 1,856.76  \$ 2,223.45	69100 51311 400 62700 51311 500  68140 51311 700	
Cascade General, Inc. 5555 N. Channel Ave. Bldg. 71 Portland, OR 97217 CUSTOMER NUMBER: 22920 CONTRACT NUMBER: 89-142 INVOICE NUMBER:	Bldgs. 63, 63A, 9, Bldg 4 Bay 9 Building 63 1,172 sf Shop @ \$.20/sf 11,475 sf crane shop @ \$.18/sf Utilities: 12,667 sf @ \$.05/sf Building 63A 1,132 sf shop @ \$.20/sf 4,658 sf shed @ \$.11/sf Utilities: 5,750 sf @ \$.05/sf Building 9 3,260 sf Office @ \$.30/sf Utilities 3260 sf @ \$.10/sf 2,815 sf shop @ \$.20/sf 7,595 sf crane shop @ \$.18/sf Utilities 10,410 sf @ \$.05/sf Building 4 Bay 9 900 sf warehouse @ \$.20/sf 24,100 sf shop @ \$.18/sf 5,625 sf yard space @ \$.06/sf Utilities (metered) Electricity _____ KWH @ \$.10/kwh Nat'l Gas _____ CCF @ \$.46/CCF Water & Sewer \$137.50/mo Compressed Air \$385.00/mo	  \$ 234.40 \$ 2,069.10 \$ 633.35  \$ 226.40 \$ 512.38 \$ 289.50  \$ 978.00 \$ 326.00 \$ 563.00 \$ 1,367.10 \$ 520.50  \$ 180.00 \$ 4,338.00 \$ 337.50  \$ _____ \$ _____ \$ 137.50 \$ 385.00	  69100 51311 400 69100 51311 400 68140 51311 700  69100 51311 400 69100 51311 400 68140 51311 700  69100 51311 400 68140 51311 700 69100 51311 400 69100 51311 400 68140 51311 700  69100 51311 400 69100 51311 400 62700 51311 500  68140 51311 700 62500 51311 700 68120 51311 700 68110 51311 700	

July 1991

PSY500000939

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Cascade General, Inc.	Building 73, Bay 2 shop			
	Shop	\$ 2,760.31	69100 51313 400	
5555 N. Channel Ave. Bldg. 71	Land	\$ 541.50	62700 51313 500	
Portland, OR 97217				
CUSTOMER NUMBER: 22920	Utilities (metered)			
	Electricity _____ KWH @ \$.10/kwh	\$ _____	68140 51313 700	
	Water _____ CF @ \$.40/CCF	\$ _____	68120 51313 700	
CONTRACT NUMBER: 90-220	Air _____ CCF @ \$.027/CCF	\$ _____	68110 51313 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Cascade General, Inc.	Building 4 Bay 7			
	25,000 sf shop @ \$.22/sf	\$ 5,500.00	69100 51311 400	
5555 N. Channel Ave. Bldg. 71				
Portland, OR 97217	Utilities (metered)			
CUSTOMER NUMBER: 22920	Electricity _____ KWH @ \$.10/kwh	\$ _____	68140 51311 700	
	Water & Sewer \$137.50/mo	\$ 137.50	68120 51311 700	
CONTRACT NUMBER: 88-073	Compressed Air \$385.00/mo	\$ 385.00	68110 51311 700	
INVOICE NUMBER:				

July 1991

PSY500000940

## LESSEE

## PREMISES/UTILITIES

## RATES

## REVENUE CODING

## NOTES

Cascade General, Inc.

5555 N. Channel Ave. Bldg. 71  
Portland, OR 97217

CUSTOMER NUMBER: 22920

CONTRACT NUMBER: 88-073

INVOICE NUMBER:

Building 4 Bays 8, 10, 11  
Building 50, Bay 3, and yard spaBuilding 4 Bay 8  
25,600 sf shop @ \$.23/sf

\$ 5,888.00

69100 51311 400

Utilities (metered)

Electricity \_\_\_\_\_ KWH @ \$.10/kwh

\$ \_\_\_\_\_

68140 51311 700

Nat'l Gas \_\_\_\_\_ CCF @ \$.46/CCF

\$ \_\_\_\_\_

62500 51311 700

Water &amp; Sewer \$137.50/mo

\$ 137.50

68120 51311 700

Compressed Air \$385.00/mo

\$ 385.00

68110 51311 700

Building 4 Bay 10

24,300 sf shop @ \$.23/sf

\$ 5,589.00

69100 51311 400

Utilities (metered)

Electricity \_\_\_\_\_ KWH @ \$.10/kwh

\$ \_\_\_\_\_

68140 51311 700

Gas &amp; Oxy \_\_\_\_\_ CCF @ \$.50/CCF

\$ \_\_\_\_\_

62500 51311 700

Water &amp; Sewer \$137.50/mo

\$ 137.50

68120 51311 700

Compressed Air \$385.00/mo

\$ 385.00

68110 51311 700

Building 4 Bay 11

28,780 sf shop @ \$.23/sf

\$ 6,619.40

69100 51311 400

Utilities (metered)

Electricity \_\_\_\_\_ KWH @ \$.10/kwh

\$ \_\_\_\_\_

68140 51311 700

Gas &amp; Oxy (fed from Bay 10)

\$ \_\_\_\_\_

62500 51311 700

Water &amp; Sewer \$137.50/mo

\$ 137.50

68120 51311 700

Compressed Air \$385.00/mo

\$ 385.00

68110 51311 700

Building 50 Bay 3

3,000 sf shop @ \$.20/sf

\$ 600.00

69100 51311 400

Utilities (flat Rate)

3,000 sf @ \$.05/sf

\$ 150.00

68140 51311 700

Yard Space \$0.06/sf

Next to Bldg 4 Bay 6 28,800 sf

\$ 1,728.00

62700 51311 500

Next to Bldg 4 Bays 2/3 15,000sf

\$ 900.00

62700 51311 500

Sand Hopper nr Bldg 73 3,000 sf

\$ 180.00

62700 51313 500

Near B314 lunchroom 11,250 sf

\$ 675.00

62700 51313 500

July 1991

PSY500000941

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Chemical Processors Inc.  2203 Airport Way S. #400 Seattle, WA 98134  CUSTOMER NUMBER: 24237  CONTRACT NUMBER: 79-073  INVOICE NUMBER:	Building 70 office, shop and 2.225 acres of land  Utilities: None billed by Port	\$7,994.29	69100 51311 400	
Diamond K., Inc  P.O. Box 11228 Portland, OR 97211  CUSTOMER NUMBER: 30770 CONTRACT NUMBER: 90-202  INVOICE NUMBER:	Building 80 office 540 sf @ \$0.55/sf Yard space 6,000 sf @ \$.06/sf Parking space (1)  Utilities: (flat rate) 540 sf @ \$0.15/sf	\$ 297.00 \$ 360.00 \$ 12.00  \$ 81.00	69100 51311 400 62700 51311 500 62700 51311 500  68140 51311 700	
Farr West Marine, Inc.  P.O. Box 8789 Portland, OR 97207  CUSTOMER NUMBER: 34590 CONTRACT NUMBER: 85-133  INVOICE NUMBER:	Building 10 office 580 sf @ \$0.40/sf  Utilities: (flat rate) 580 sf @ \$0.15/sf	\$ 232.00  \$ 87.00	69100 51311 400  68140 51311 700	

July 1991

PSY500000942

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Fraser Boiler and Diesel, Inc. 4104 W. Marginal Way, SW Seattle, WA 98106  CUSTOMER NUMBER: 36309 CONTRACT NUMBER: 88-075 INVOICE NUMBER:	Building 10 shop 2400 sf @ \$0.20/sf  Utilities: (flat rate) \$200.00/mo	\$ 480.00  \$ 200.00	69100 51311 400  68140 51311 700	
General Services Admin., Real Estat GSA Center (9PX-3EN) 15th & C St. SW Auburn, WA 98001-6599  CUSTOMER NUMBER: 36309 CONTRACT NUMBER: 90-240 INVOICE NUMBER:	Building 10 office 3400 sf @ \$0.76/sf Parking spaces (9)  Utilities: (flat rate) 3400 sf @ \$0.208/sf	\$ 2,608.55 \$ 108.00  \$ 716.00	69100 51311 400 62700 51311 500  68140 51311 700	Rental Adjustment effective 5/15/91
Donald R. Hudson 5555 N. Channel Ave., Bldg 4 Annex Portland, OR 97217  CUSTOMER NUMBER: 44205 CONTRACT NUMBER: 84-108 INVOICE NUMBER:	Building 4 Annex office 1248 sf @ \$0.40/sf  Utilities: (flat rate) 1248 sf @ \$0.15/sf  Property taxes	\$ 499.20  \$ 187.20 \$ 59.00	69100 51311 400  68140 51311 700 21900-S00000 A1	

July 1991

PSY500000943

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
International Marine and Industrial P.O. Box 1290 Theodore, AL 36590  CUSTOMER NUMBER: 46060  CONTRACT NUMBER: 91-036  INVOICE NUMBER:	Yard space 4,500 sf @ \$.06/sf	\$ 270.00	62700 51311 500	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Jiggs' Floors, Inc. 4835 N. Albina Ave. Portland, OR 97217  CUSTOMER NUMBER: 53005  CONTRACT NUMBER: 82-075  INVOICE NUMBER:	Building 10 office 484 sf @ \$.40/sf  Utilities: (flat rate) 484 sf @ \$0.10/sf	\$ 193.60  \$ 48.40	69100 51311 400  68140 51311 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Lips Propellers P.O. Box 17161 Portland, OR 97217  CUSTOMER NUMBER: 47763  CONTRACT NUMBER: 87-058  INVOICE NUMBER:	Yard space for Bldg. 64 5,000 sf @ \$0.06/sf  Utilities: (metered) Electric _____ KWH @ \$.10/kwh Garbage \$15.00/mo	\$ 300.00  \$ _____ \$ 15.00	62700 51311 500  68140 51311 700 62700 51311 500	

July 1991

PSY500000944

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Tom Maples and Associates 5555 N. Channel Ave., Bldg 4 Annex Portland, OR 97217  CUSTOMER NUMBER: 55400  CONTRACT NUMBER: 88-046  INVOICE NUMBER:	Building 4 Annex office 420 sf @ \$.50/sf  Utilities: (flat rate) 420 sf @ \$.15/sf	\$ 210.00  \$ 63.00	69100 51311 400  68140 51311 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Marine Propulsion Services, Inc. 5555 N. Channel Ave., Bldg 50 Portland, OR 97217  CUSTOMER NUMBER: 55601  CONTRACT NUMBER: 90-152  INVOICE NUMBER:	Bldg 50 Bays 2 & 4, Building 80 shop, yard space  Building 50 Bay 2: 3125 sf @ \$.30/sf  Utilities: (metered) Electric _____ KWH @ \$.10/KWH Water and Sewer \$34.76/mo Gas & Oxy _____ CF @ \$.838/CCF  Bay 4: 3310 sf @ \$.30/sf  Utilities: (metered) Electric _____ KWH @ \$.10/KWH Water and Sewer \$34.86/mo Gas & Oxy _____ CF @ \$.838/CCF  Building 80 shop 1106 sf @ \$.18/sf  Utilities: (flat rate) 1106 sf @ \$.05/sf  Yard space: 2400 sf @ \$.06/sf  14 parking spaces	  \$ 937.50  \$ \$ 34.76 \$  \$ 993.00  \$ \$ 34.86 \$  \$ 199.08  \$ 55.30 \$ 144.00 \$ 168.00	  69100 51311 400  68140 51311 700 68120 51311 700 62500 51311 700  69100 51311 400  68140 51311 700 68120 51311 700 62500 51311 700  69100 51311 400  68140 51311 700 62700 51311 500 62700 51311 500	

July 1991

PSY500000945

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Marine Propulsion Services, Inc. 5555 N. Channel Ave., Bldg 50 Portland, OR 97217 CUSTOMER NUMBER: 55601 CONTRACT NUMBER: 90-239 INVOICE NUMBER:	Yard Space for blast shed 1500 sf @ \$.06/sf  Utilities: (metered) Electric _____ KWH @ \$.10/KWH Water _____ CF @ \$4.00/CCF Air _____ CF @ \$.03/CCF	\$ 90.00  \$ _____ \$ _____ \$ _____	69100 51313 400  68140 51313 700 68120 51313 700 68110 51313 700	
LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Don Merritt 3334 SW Huber St. Portland, OR 97219 CUSTOMER NUMBER: 58240 CONTRACT NUMBER: 91-016 INVOICE NUMBER:	Building 10 Office Suite B 230 sf @ \$.85/sf  Utilities: (flat rate) 230 sf @ \$.15/sf	\$ 195.50  \$ 34.50	69100 51311 400  68140 51311 700	
LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
M.M.P Quality Inspection Inc. Marine Division 3935 E Broadway Long Beach, CA 90803 CUSTOMER NUMBER: 54421 CONTRACT NUMBER: 91-034 INVOICE NUMBER:	Building 10 Office Suite C 180 sf @ \$.80/sf  Utilities: (flat rate) 180 sf @ \$.20/sf  Parking @ spaces @ /\$12/space	\$ 144.00  \$ 36.00 \$ 24.00	69100 51311 400  68140 51311 700 62700 51311 500	

July 1991

PSY500000946



LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
John C. Murdock, Inc. 5555 N. Channel Ave., Bldg 4 Annex Portland, OR 97217 CUSTOMER NUMBER: 61596 CONTRACT NUMBER: 82-004 INVOICE NUMBER:	Building 4 Annex office 528 sf @ \$.40/sf  Utilities: (flat rate) 528 sf @ \$.15/sf	\$ 211.20  \$ 79.20	69100 51311 400  68140 51311 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Gary J. Strait, DBA Ron Nisbet P.O. Box 1186 San Pedro, CA 90733 CUSTOMER NUMBER: 63210 CONTRACT NUMBER: 90-182 INVOICE NUMBER:	Building 10 office space 800 sf @ \$.50/sf  Utilities: (flat rate) 800 sf @ \$.10/sf	\$ 400.00  \$ 80.00	69100 51311 400  68140 51311 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Northwest Marine, Inc. 5555 N. Channel Ave., Bldg 2 Portland, OR 97217 CUSTOMER NUMBER: 64713 CONTRACT NUMBER: 81-053 INVOICE NUMBER:	Building 73, Bay 1 shop 12,100 sf shop, .38 acre land  Electric _____ KWH @ \$.10/KWH Water _____ CF @ \$4.00/CCF Air _____ CF @ \$.027/CCF	\$ 3,301.81  \$ _____ \$ _____ \$ _____	69100 51313 400  68140 51313 700 68120 51313 700 68110 51313 700	

July 1991

PSY500000947

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Northwest Marine, Inc. 5555 N. Channel Ave., Bldg 2 Portland, OR 97217 CUSTOMER NUMBER: 64713 CONTRACT NUMBER: 90-171 INVOICE NUMBER:	Building 10 warehouse 3080 sf warehouse @ \$.35/sf  Utilities: (flat rate) 3080 sf @ \$.05/sf	\$ 1,078.00  \$ 154.00	69100 51311 400  68140 51311 700	
Northwest Marine, Inc. 5555 N. Channel Ave., Bldg 2 Portland, OR 97217 CUSTOMER NUMBER: 64713 CONTRACT NUMBER: 90-165 INVOICE NUMBER:	Building 10 shop, office and yard space Bldg 10 shop 8227 sf @ \$.35/sf Utilities: (flat rate) 8227 sf @ \$.05/sf Nat'l Gas _____ CF @ \$.46/CCF Bldg 10 office 2088sf @ \$.60/sf Utilities: (flat rate) 2088 sf @ \$.15/sf Yard Space 45224 sf @ \$.06/sf	\$ 2,879.45 \$ 411.35 \$ _____ \$ 1,252.60 \$ 313.20 \$ 2,713.44	69100 51311 400 68140 51311 700 62500 51311 700 69100 51311 400 68140 51311 700 62700 51311 500	
Northwest Marine, Inc. 5555 N. Channel Ave., Bldg 2 Portland, OR 97217 CUSTOMER NUMBER: 64713 CONTRACT NUMBER: 83-012 INVOICE NUMBER:	Building 2 Utilities Water and Sewer \$1437.50 per month plus _____ CCF @ \$1.537/CCF Compressed Air _____ CCF @ \$0.03/CCF	\$ 1,437.50 \$ _____ \$ _____	68120 51311 700 68120 51311 700 68110 51311 700	

July 1991

PSY500000948

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Northwest Marine, Inc. 5555 N. Channel Ave., Bldg 2 Portland, OR 97217  CUSTOMER NUMBER: 64713  CONTRACT NUMBER:  INVOICE NUMBER:	Telephone Use Fee 100-pair telephone line @ \$1.50 per pair	\$ 150.00	69970 51311 950	
Northwest Marine, Inc. 5555 N. Channel Ave., Bldg 2 Portland, OR 97217  CUSTOMER NUMBER: 64713  CONTRACT NUMBER:  INVOICE NUMBER:	Sandhopper in Yard 1056 sf @ \$.06/sf	\$ 63.36	62700 51311 500	
R.E.H., Inc. 5555 N. Channel Ave., Bldg 72 Portland, OR 97217  CUSTOMER NUMBER: CONTRACT NUMBER: 91-043  INVOICE NUMBER:	Building 10, Shop 1 3560 sf @ \$.35/sf  Utilities (flat rate) 3560 sf @ \$.071/sf	\$ 1,246.00  \$ 254.00	69100 51311 400  68140 51311 700	

July 1991

PSY500000949

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
Walashek Industries, Inc. 5211 1st Ave., South, Unit C Seattle, WA 92570  CUSTOMER NUMBER: 92570 CONTRACT NUMBER: 91-031 INVOICE NUMBER:	Building 10 Shop 3 1680 sf @ \$.25/sf  Utilities (flat rate) 1680 sf @ \$.10/sf Nat'l gas _____ CCF @ \$.46/CCF Gas & Oxy _____ CCF @ \$5.00/CCF	\$ 420.00  \$ 168.00 \$ _____ \$ _____	69100 51311 400  68140 51311 700 62500 51311 700 62500 51311 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
WesTest, Inc. 8410 West Mercer Way Mercer Island, WA 98040  CUSTOMER NUMBER: 95690 CONTRACT NUMBER: 91-025 INVOICE NUMBER:	Building 4 Annex office 1020 sf @ \$.425/sf  Utilities (flat rate) Parking 4 spaces @ \$12/space	\$ 434.00  \$ 100.00 \$ 48.00	69100 51311 400  68140 51311 700 62700 51311 500	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
West State Inc. 5555 N. Channel Ave., Bldg 72 Portland, OR 97217  CUSTOMER NUMBER: 97755 CONTRACT NUMBER: 87-010 INVOICE NUMBER:	Building 72, Bay 4 8400 sf @ \$.22/sf  Utilities (flat rate) 8400 sf @ \$.05/sf	\$ 1,848.00  \$ 420.00	69100 51313 400  68140 51313 700	

July 1991

PSY500000950

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
West State Inc. 5555 N. Channel Ave., Bldg 72 Portland, OR 97217  CUSTOMER NUMBER: 97755  CONTRACT NUMBER: 87-143  INVOICE NUMBER:	Building 72, Bay 5 Portion Bay 6 10,600 sf @ \$.22/sf  Utilities (flat rate) 10,600 sf @ \$.05/sf	\$ 2,332.00  \$ 530.00	69100 51313 400  68140 51313 700	
West State Inc. 5555 N. Channel Ave., Bldg 72 Portland, OR 97217  CUSTOMER NUMBER: 97755  CONTRACT NUMBER: 87-036  INVOICE NUMBER:	Building 72, offices, bays 2 & 3 Office: 5,000 sf @ \$.0112/sf Bays 2 & 3: 16,800 sf @ \$.22/sf  Improvements Office \$118,000 @ 10% for 5 yrs Bay 3: \$90,000 @ 10% over 5 yrs  Utilities (flat rate) Office 5,000 sf @ \$.10/sf Shop 16,800 sf @ \$.05/sf	\$ 56.00 \$ 3,696.00  \$ 2,599.00 \$ 1,982.00  \$ 500.00 \$ 840.00	69100 51313 400 69100 51313 400  69100 51313 400 69100 51313 400  68140 51313 700 68140 51313 700	
West State Inc. 5555 N. Channel Ave., Bldg 72 Portland, OR 97217  CUSTOMER NUMBER: 97755  CONTRACT NUMBER: 90-181  INVOICE NUMBER:	Yard space rental Boneyard 44,512 sf @ \$.06/sf Nr. Bldg 72 12,500 sf @ \$.06/sf  Utilities (metered) Electric _____ KWH @ \$.10/KWH Air _____ CF @ \$.03/CCF Water _____ CCF @ \$4.00/CCF  Water service to trailer	\$ 2,670.72 \$ 750.00  \$ _____ \$ _____ \$ _____ \$ 25.00	62700 51311 500 62700 51313 500  68140 51311 700 68110 51311 700 68120 51311 700 68120 51313 700	

July 1991

PSY500000951

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
West State Inc. 5555 N. Channel Ave., Bldg 72 Portland, OR 97217 CUSTOMER NUMBER: 97755 CONTRACT NUMBER: 90-241 INVOICE NUMBER:	Building 4 Bay 2 shop 25,000 sf @ \$.23/sf  Utilities (metered) Electric _____ KWH @ \$.10/KWH Gas & Oxy _____ CCF @ \$5.00/CCF Compressed Air \$385/month Water and sewer \$137.50/mo	\$ 5,750.00  \$ _____ \$ _____ \$ 385.00 \$ 137.50	69100 51311 400  68140 51311 700 62500 51311 700 68110 51311 700 68120 51311 700	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
West State Inc. 5555 N. Channel Ave., Bldg 72 Portland, OR 97217 CUSTOMER NUMBER: 97755 CONTRACT NUMBER: 91-066 INVOICE NUMBER:	Building 10 office Office 6800 sf @ \$.60/sf  Utilities (flat rate) Office 6800 sf @ \$.15/sf  Parking: 4 spaces @ \$12 per spac	\$ 4,080.00  \$ 1,020.00 \$ 48.00	69100 51311 400  68140 51311 700 62700 51311 500	

LESSEE	PREMISES/UTILITIES	RATES	REVENUE CODING	NOTES
West State Inc. 5555 N. Channel Ave., Bldg 72 Portland, OR 97217 CUSTOMER NUMBER: 97755 CONTRACT NUMBER: Permit INVOICE NUMBER:	Storage area for Paint 5500 sf @ \$0.06/sf	\$ 330.00	62700 51313 500	New Permit

July 1991

PSY500000952

## LESSEE

## PREMISES/UTILITIES

## RATES

## REVENUE CODING

## NOTES

W &amp; O Supply, Inc.

Building 72 Bay 1 shop  
5,000 sf @ \$.30/sf

\$ 1,500.00

69100 51313 400

P.O. Box 3907

Jacksonville, FL 32206

CUSTOMER NUMBER: 92535

Utilities (flat rate)  
150.00 per month

\$ 150.00

68140 51313 700

CONTRACT NUMBER: 82-80

INVOICE NUMBER:

**PORTLAND SHIP REPAIR YARD TENANTS**

As of July 9, 1993

**ALLSTATE INDUSTRIAL/MARINE CLEANING**

5555 N. Channel Avenue, Building 80  
Portland, OR 97217

Building 80 Ground Floor Office Space and Storage Space	1,164 s.f.
5 Parking Spaces	1,000 s.f.

**AMERICAN BUREAU OF SHIPPING**

5555 N. Channel Avenue, Bldg. 10  
Portland, OR 97217

Building 10 Office Space	800 s.f.	← no rent charged
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**AMSCO REFRIGERATION, INC.**

5555 N. Channel Avenue, Bldg. 43  
Portland, OR 97217

Building 43 Office Space	2,004 s.f.
Building 43 Shop Space	4,780 s.f.
Yard Space	1,200 s.f.

**CASCADE GENERAL, INC.**

5555 N. Channel Avenue, Bldg. 71  
Portland, OR 97217

Improved Yard Space:	
Across from Building 4, Bay 6	28,800 s.f.
Across from Building 4, Bays 3 and 4	15,000 s.f.
Sandblast Hopper Across from Bldg. 73, Bay 2	3,000 s.f.
Near Berth 314 Lunchroom	11,250 s.f.
Surrounding Building 71 Office Space	30,946 s.f.
Improved Yard Space behind C.U.B.	5,855 s.f.
Building 71 Office Space	14,823 s.f.
Building 50, Bay 3 Shop Space	3,000 s.f.
Building 63 Shop Space	12,667 s.f.
Building 63A Shop Space	5,790 s.f.
Building 9 Office/Shop Space	13,670 s.f.
Building 4, Bay 6	25,000 s.f.
Building 4, Bay 7 Shop Space	25,000 s.f.
Building 4, Bay 8 Shop Space	25,600 s.f.
Building 4, Bay 9 Shop Space	25,000 s.f.
Building 4, Bay 10 Shop Space	24,300 s.f.
Building 4, Bay 11 Shop Space	28,780 s.f.
Office Trailer (First Aid)	1,150 s.f.
Building 73, Bay 2 Shop Space	12,100 s.f.
Building 80 Office Space	503 s.f.
5 Parking Spaces	



**CAVI-TECH, INC.**  
5555 N. Channel Avenue, Bldg. 10  
Portland, OR 97217

Building 10 Office Space	180 s.f.
Yard Space	1,500 s.f.
1 Parking Space	

**CORROSION MANAGEMENT INC.**  
5555 N. Channel Avenue  
Portland, OR 97217

Trailer next to Building 4, Bay 11

← no separate lease

**COAST GUARD OFFICE**  
6767 N. Basin Avenue  
Portland, OR 97217

Building 10 Ground Floor Office Space	1,100 s.f. — no rent changes
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**DIAMOND K**  
P.O. Box 11228  
Portland, OR 97211

Building 80 Ground Floor Office Space	540 s.f.
Improved Yard Space East of Bldg. 73, Bay 2	6,000 s.f.
1 Parking Space	

**FARR WEST MARINE, INC.**  
P.O. Box 8789  
Portland, OR 97207

Building 10 Upstairs Office Space	580 s.f.
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**FOSS ENVIRONMENTAL SERVICES, INC**  
5420 N. Lagoon  
Portland, OR 97217

Building 70 Office and Shop Space	12,018 s.f.
Improved Yard Space	2.255 acres

**FRASER BOILER & DIESEL**  
P. O. Box 12014  
Portland, OR 97212

Building 10 Ground Floor Shops 4 and 5	4,800 s.f.
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**FREIGHTLINER CORPORATION**  
5135 N. Channel Avenue  
Portland, OR 97217

Unimproved Yard Space (Module Site)	9 acres
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**GOVERNMENT SERVICES ADMINISTRATION**

GSA Center (9PX-3EN)  
15th and "C" Streets, S.W.  
Auburn, WA 98001-6599

Building 10 Ground Floor Office Space 3,400 s.f.

**DONALD HUDSON**

5555 N. Channel Avenue, Building 4 Annex  
Portland, OR 97217

Building 4 Annex, Upstairs Office Space 1,248 s.f.

**I.A.M. ENVIRONMENTAL**

204 S.E. Stonemill Drive, Suite 270  
Vancouver, WA 98684

Building 10 Ground Floor Office Space 1,145 s.f.

**IN-MAR SALES, INC.**

1522 N. Ainsworth  
Portland, OR 97217

Yard Space 5,500 s.f.

**JIGG'S FLOORS, INC.**

4835 N. Albina Avenue  
Portland, OR 97217

Building 10 Downstairs Shop/Storage Space 484 s.f.

**LINCOLN-CRISTI, INC.**

600 SE Maritime Ave., #330  
Vancouver, WA 98661

Building 80 Office Space 200 s.f.

**LIPS PROPELLERS**

P.O. Box 17161  
Portland, OR 97217

Improved Yard Space South of Bldg. 50, Bay 3 5,000 s.f.  
Also includes Lips Owned Trailer

**TOM MAPLES & ASSOCIATES**

5555 N. Channel Avenue, Bldg. 4 Annex  
Portland, OR 97217

Building 4, Annex Ground Floor Office Space 420 s.f.

**MARINE PROPULSION SERVICES**

5555 N. Channel Avenue, Bldg. 50  
Portland, OR 97217

Building 50, Bay 4 Shop Space	3,310 s.f.
Building 50, Bay 2 Office and Shop Space	3,125 s.f.
Building 80 Shop/Storage Space	1,106 s.f.
Building 4, Bay 3 Storage Space	2,198 s.f.
Improved Yard Space South of Building 43	5,066 s.f.
Improved Yard Space Next to Building 73	1,500 s.f.
20 Parking Spaces	4,000 s.f.

**JOHN MURDOCH**

5555 N. Channel Avenue, Bldg. 10  
Portland, OR 97217

Building 10 Upstairs Office Space	230 s.f.
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**RONALD NISBET ASSOCIATES**

5555 N. Channel Avenue, Building 10  
Portland, OR 97217

Building 10 Office/Storage Space	2,000 s.f.
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**NORTHWEST MARINE, INC.**

5555 N. Channel Avenue, Bldg. 2  
Portland, OR 97217

Improved Yard Space (Sandhopper)	1,056 s.f.
Building 73, Bay 1 Shop Space	12,100 s.f.

**PACIFIC COAST ENVIRONMENTAL**

P. O. Box 1899  
Portland OR 97207

Building 4 Annex Office	645 s.f.
4 Parking Spaces	

**PORTLAND ASSOCIATES FOR SEA SERVICES**

5555 N. Channel Avenue, Bldg. 10  
Portland, OR 97217

Building 10, Upstairs Office Space	200 s.f.	— no rent charged
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**PROPULSION CONTROLS ENGINEERING**

5555 N. Channel Avenue, Building 10  
Portland, OR 97217

Building 10 Office Space	578 s.f.
1 Parking Space	

**W & O SUPPLY**

5555 N. Channel Avenue, Building 72  
Portland, OR 97217

Building 72, Bay 1 Shop Space 5,000 s.f.

**WALLASHEK INDUSTRIES**

5211 1st Avenue South, Unit C-  
Seattle, WA 98108

*3236 16th Ave  
Seattle WA 98134*

Building 10 Shop Space 1,680 s.f.

**WESTEST, INC.**

5555 N. Channel Avenue, Building 4 Annex  
Portland, OR 97217

Building 4 Annex Office/Storage Space 1,020 s.f.  
4 Parking Spaces

**WEST STATE, INC.**

5555 N. Channel Avenue, Bldg. 72  
Portland, OR 97217

Building 72, Bay 2 Shop Space	8,400 s.f.
Building 72, Bay 3 Shop Space	8,400 s.f.
Building 72, Bay 4 Shop Space	8,400 s.f.
Building 72, Bay 5 Shop Space	8,400 s.f.
Building 72, Bay 6 Shop Space, Company Store	6,000 s.f.
Building 72 Upstairs Office Space	5,000 s.f.
Improved Yard Space Adjacent to Bldg. 72	12,500 s.f.
Improved Yard Space Across from Bldg. 4, Bays 9, 10, 11	44,512 s.f.
Improved Yard Space Next to Building 73	21,300 s.f.
<del>Yard Space Next to Berth 313</del>	<del>9,600 s.f.</del> <i>e</i>
Building 4, Bay 2 Shop	25,000 s.f.
80 Parking Spaces	

THE PORT OF PORTLAND  
MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this First day of November, 19 77, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and \_\_\_\_\_

American Bureau of Shipping  
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents paid and of the agreements of Tenant herein to be kept, leases to Tenant the following described premises, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)

Building #80 (up), 190 s/f. @ \$57.00 per month

to have and to hold above described premises to Tenant on a month-to-month basis, beginning November 1, 19 77.

I. RENT: Tenant does hereby rent said premises on a month-to-month basis and agrees to pay to the Port the following:

Building rent	<u>\$57.00</u>
Outside space	<u>                    </u>
Miscellaneous	<u>                    </u>
Total	<u>\$57.00</u>

Fifty-seven and no/100 dollars payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon, as may be designated.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for offices and no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises.

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease may be terminated without liability on thirty (30) days written notice by either party. Upon termination, the Tenant shall quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, and performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly, if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the prevailing party shall be entitled to recover, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action.

L27K

XV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, and to the Tenant at \_\_\_\_\_

220 Riviera Plaza Building, Portland, Oregon 97201

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of the Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of the Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.



The Port of Portland  
Month-to-Month Lease Agreement  
Page 5

SPECIAL CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the respective parties have executed this instrument  
in duplicate on this, the day and year first hereinabove written.

By *J. A. Orlackel*  
American Bureau of Shipping

THE PORT OF PORTLAND  
By *M. S. Dymale*  
Marine Department Director  
*Lloyd Anderson*  
Lloyd Anderson  
Executive Director

APPROVED AS TO FORM

*Betty J. Crofoot*  
of Counsel for The Port of Portland

ML3M/9-8/ej

PSY500000963

ACCOUNTING DEPT.

NOTED:

CHC:caj  
bcc:  
Accounting Dept.  
Contract File

CARL H. COVIL  
Properties Manager

*CHC*

THE PORT OF PORTLAND

Very truly yours,

The letter agreement dated August 5, 1965, under which the outside space was rented for rent stated that upon terminating the agreement, you are to leave the area in as good a condition as existed at the time of occupying the space. It is, therefore, necessary that all waste materials on the land be cleaned up; that temporary brackets placed on the crane rail exterior columns for the purpose of holding pre-fabricated steel framework for painting be removed, and that all columns used for such purposes be cleaned free of any paint spray.

This is to confirm a telephone request from your office that the present temporary use of approximately 5,760 square feet of outside space adjoining the south and westerly area of Bay 11, Building 4 on Swan Island is no longer required and that you have officially vacated this space as of September 30, 1965.

Conclusion:

Attention: Mr. George Burnett

A. H. Barbour & Son, Inc.  
2328 N. E. Alberta  
Portland 11, Oregon

October 1, 1965

*Should be 8,480 sq ft.  
10-4-65*



A DIVISION OF SOUTHWEST MARINE, INC.  
P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217  
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600



CONTACT: Herb Engel  
(619) 238-1000  
Bill Johnston/Mike Adams  
(503) 285-7557

9-8-92

FOR IMMEDIATE RELEASE

**SOUTHWEST MARINE TO MOTHBALL ITS PORTLAND YARD**  
**Northwest Marine to cease operations**

PORTLAND -- Southwest Marine Inc. (SWM), announced today that it is mothballing its Portland operating facility, Northwest Marine (NWM), within 60 days. The decision to mothball the yard will remain in effect until such time as there is a significant change in market conditions. The company is located inside the perimeter of the Swan Island Ship Repair Yard, which is operated by the Port of Portland.

According to Herb Engel, SWM's President/COO, "We acquired NWM in 1989 with the goal of obtaining additional access to a substantial amount of commercial repair work. We're all very disappointed in this decision to mothball, as everyone has worked very hard to make NWM a success. In fact, we recently joined together with the Portland Metal Trades Council to establish a Fitness for Duty program designed to promote greater safety in the workplace. Unfortunately, despite the many improvements made and innovative programs, we are unable to sustain further financial losses. No time is a good time to mothball a facility, but it is appropriate to take that step now, due to the approaching seasonal work slowdown, and lack of any work backlog."

--more--

SOUTHWEST MARINE DIVISIONS: SAN DIEGO • SAN PEDRO • SAN FRANCISCO • SAMOA • NORTHWEST MARINE, PORTLAND, OREGON

CORPORATE HEADQUARTERS

FED 7007

SEP 08 1992 14:15

0000 000 0000

PSY500000966

**NWM TO BE MOTHBALLED**  
2-2-2-2

NWM's General Manager, Bill Johnston stated, "We have a very strong working relationship with the local unions (The Portland Metal Trades Council) and will use that relationship to assist NWM employees to find work in the Portland area. In addition, NWM will offer outplacement services and, in some cases, transfers to employees who are willing to relocate to SWM's other yards in San Diego, San Francisco and San Pedro. Interviews for these transfers are beginning this week. The company's human resources department is planning a job fair, and SWM's Employee Assistance Program is available to help employees and their families deal with the stress of the change." According to Mike Adams, corporate director of human resources, "The changing of jobs can be a very stressful time; it is our intention to make the transition as painless as possible for our workers."

Several factors affecting the maritime industry today have contributed to the decision to mothball NWM. One of these factors is the failure of the U.S. Government to effectively formulate a Maritime policy which addresses the need to help domestic shipyards survive. In addition, as a result of pressure on lending institutions by Government regulatory agencies, a shortage of commercial financing exists. The current economic downturn has also led to problems in collecting revenues owed to NWM by some customers. The most damaging factor to the industry in general is the providing of substantial subsidies by foreign governments to their shipyards, making it impossible for American yards to compete on a level playing field in the ship repair marketplace. The Gibbons Bill, legislation designed to address the issue of subsidies to foreign yards, has recently been proposed by Rep. Sam Gibbons (D-Fla.) chairman of the House Ways and Means Trade Subcommittee. A companion bill has also been presented to the Senate by Sens. Barbara Mikulski (D-Maryland) and Trent Lott (R-Mississippi). The bill has passed overwhelmingly in the House, but is running into stumbling blocks in the Senate. President Bush is also threatening to veto this bill if it is passed

--more--

NWM TO BE MOTHBALLED  
3-3-3-3

by the Senate. If put into effect, the bill will create a free market for the commercial shipbuilding and repair industry by eliminating unfair trade practices.

The bill is a last ditch effort by the industry to revive a once thriving national industry, and to bring to the attention of the U.S. Government the severe crisis that exists in ship building/repair in this nation. Unfortunately, NWM could not continue to operate while waiting for the outcome of this pending legislation. Engel stated, "If the Gibbons Bill passes, the possibility of re-opening NWM exists. There is still a tremendous potential for success in Portland."

Johnston said, "NWM appreciates the strong support it has received from Oregon's Congressional delegation in its efforts to keep the facility operating. Special thanks are extended to Senator Mark Hatfield and Congressman Les Aucoin for working very diligently in these ongoing efforts."

####



APPROVAL OF LEASE - HOFFMAN CONSTRUCTION COMPANY  
BUILDING 10 - PORTLAND SHIP REPAIR YARD

Date: April 13, 1983

Presented by: Gary W. Bevans  
Business Manager  
Ship Repair Yard

FACTUAL BACKGROUND AND ANALYSIS

Hoffman Construction Company desires to lease 26,756 square feet of shop space in Ship Repair Yard Building 10 for a period of six (6) months. Hoffman is working on the construction of the Pac-West Building in downtown Portland. The space at the yard is to be used for metal fabrication, assembly, and storage for this project.

Staff entered into a month-to-month lease agreement with Hoffman on March 11, 1983, occupancy commencing March 14, 1983. It was stated at that time that the intent of the Port of Portland was to lease this space for a six-month period subject to Port of Portland Commission approval.

The lease terms are as follows:

Term - Five months.

Rate - \$.15 per square foot per month. Triple net. The lease rate is based on staff appraisal of the market value of the property.

Effective Date - April 14, 1983.

Real Estate Commission - Payable to Bullier & Bullier.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to enter into a lease with Hoffman Construction Company, for a five-month period commencing April 14, 1983, at a rate of \$.15 per square foot per month for 26,756 square feet of Building 10 at the Portland Ship Repair Yard; and

Approval of Lease - Hoffman Construction Company  
Building 10 - Portland Ship Repair Yard  
Page 2

BE IT FURTHER RESOLVED, That approval is given for payment of a commission to Bullier & Bullier, in accordance with Port Commission policy, in an amount not to exceed \$1,200, funds being available in the Ship Repair Yard Operating Budget; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.

0491H





## NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109  
PORTLAND, OR 97208  
5555 N. CHANNEL AVE., BLDG. 2  
PORTLAND, OREGON 97217  
PHONE: (503) 285-7557  
TWX: 910-464-6107 NORMARINE PTL

October 31, 1989

Ray Eggersgluss  
Port of Portland  
5555 N. Channel  
Portland, Oregon 97217

RE: Termination of Bay 3, Building 4 Lease  
Between Northwest Marine Iron Works  
and the Port of Portland

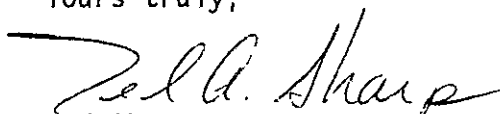
Gentlemen:

It is our intention to terminate the lease of Bay 3, Building 4, between Northwest Marine Iron works and the Port of Portland effective December 1, 1989.

This letter serves as thirty (30) day written notice of termination to the Port of Portland in accordance with Article II of the lease.

If you have any questions, feel free to call.

Yours truly,

  
Ted Sharp  
Controller

PSY500000971



# NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109  
PORTLAND, OR 97208  
5555 N. CHANNEL AVE., BLDG. 2  
PORTLAND, OREGON 97217  
PHONE: (503) 285-7557  
TWX: 910-464-6107 NORMARINE PTL

April 7, 1989

Serial 3333.546

Port of Portland  
5555 N. Channel  
Portland, Oregon 97217

Attention: Judy Greer

Dear Judy:

We hereby notify your office the rental spaces listed below are vacated and are ready to be returned to the Port of Portland.

Building 10 Office  
Building 10 Bay 2  
Berth 306/307 Open Yard Space

We are giving 30 days notice and request you apply our initial deposit to the last months rent.

Sincerely,

Greg Lind  
Project Manager

cc: J. O'Rourke  
D. Nugent

PSY500000972

July 28, 1937

Subject: Lease Expiration Airport  
Buildings - Continuation of  
Tenancy.

Mr. A. W. Whitaker  
Portland Airport  
City

Dear Sir:

Your attention is called to the fact that the lease under which you are occupying certain building space on Portland Airport will expire July 31, 1937.

The Commission gave consideration to policy to be pursued with respect to leases after that date and it was decided that the tenants would not be offered renewal of leases for an additional term.

The Port will rent the spaces you are now occupying to you at the present rentals on a month to month basis after August 1, 1937, and until further notice.

Yours very truly,

THE PORT OF PORTLAND

By

  
Manager

JPD/RG  
cc Mr. Moffett

October 22, 1981

Richard C. Spear  
Assistant Traffic Engineer  
Bureau of Traffic Engineering  
317 S.W. Alder  
Portland, OR 97204

PROPOSED SIGNAL - NORTH BASIN AND NORTH LEVERMAN

The Port of Portland does not object to the closure of the "east" driveway at the Silver Eagle facility on Swan Island. The Port owns this property and Silver Eagle occupies the premises on a short-term lease. We have discussed this revision with Silver Eagle's Portland Terminal Manager and he concurs with the revision.

Silver Eagle's acceptance of the closure is based upon our understanding that detector loops will be installed on the center driveway. This will allow a vehicle exiting from the Facility to obtain a green signal phase and proceed onto Basin or Leverman streets.

We look forward to receiving the signal plans as they become available. The overcrossing is scheduled to open in January, 1981.

John MacGregor  
Manager, Land Development

cc: Terry Black, Silver Eagle Co.

06K532

bcc: S. Hathaway-Märker  
C. Jonasson  
L. Thompson

JM:4114d:jf

October 22, 1981

Richard C. Spear  
Assistant Traffic Engineer  
Bureau of Traffic Engineering  
317 S.W. Alder  
Portland, OR 97204

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We look forward to receiving the signal plans as they become available. The overcrossing is scheduled to open in January, 1981.

John MacGregor  
Manager, Land Development

cc: Terry Black, Silver Eagle Co.

06K532

bcc: S. Hathaway-Märker  
C. Jonasson  
L. Thompson

JM:4114d:jf



APPROVAL TO LEASE SWAN ISLAND PROPERTY (FORMER  
SEA-LAND SITE) TO SILVER EAGLE INDUSTRIES

Date: August 13, 1980

Presented by: Richard Gearhart, Manager  
Real Estate Sales

FACTUAL BACKGROUND AND ANALYSIS

Silver Eagle Industries was a subtenant of Sea-Land and occupied a portion of their premises. The Sea-Land Lease was terminated as of July 14, 1980, as previously approved by the Commission.

A new lease has been negotiated with Silver Eagle Industries for a term of three years retroactive to July 15, 1980. A one-year cancellation clause by either party has been incorporated in the lease.

The fair market rental was determined by an appraisal submitted by Chas. D. Bailay & Associates, Inc., and reviewed by staff. Monthly rental is \$7,480.83 for an area of 4.873 acres of land and two buildings. A sum equal to one month's rent has been submitted subject to approval of the lease.

A financial statement has been submitted and reviewed by the assistant executive director.

A real estate commission is payable to the Bowman Company. Following Port procedure, this totals \$3,590.80 for the first year of the lease. In addition, beginning July 15, 1981, the Port will pay Bowman Company one-twelfth of the above amount for each additional month of the lease until expiration of the term, or prorated to the effective date of any cancellation.

This item has been reviewed and approved by the Property and Finance Committee.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, That approval is given to lease 4.873 acres of land located at North Basin Avenue in the Swan Island Industrial Park to Silver Eagle Industries for use as a trucking terminal and related activities for the term July 15, 1980, to July 14, 1983, at a rate of \$7,480.83 per month; and

BE IT FURTHER RESOLVED, That a real estate commission be paid in the amount of \$3,590.80 to the Bowman Company for the first year of the lease

Approval to Lease Swan Island Property  
(Former Sea-Land Site) to Silver  
Eagle Industries  
Page 2

and beginning July 15, 1981, one-twelfth of the above amount per month for the unexpired term of the lease, or prorated to the effective date of any cancellation; and

BE IT FURTHER RESOLVED, That the appropriate officers are authorized to execute the necessary documents in a form approved by counsel.



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

November 2, 1990

Loy Kahler  
Cascade General, Inc.  
5555 N. Channel Ave., Bldg 71  
Portland, OR 97217

## IMPLEMENTATION OF NEW FACILITY AGREEMENT AND PRICE SCHEDULE

The new PSRY Facility Agreement became effective November 1, 1990. This letter describes the procedure for implementing the new Facility Agreement and the new Price Schedule, specifically how these agreements relate to ongoing work in the yard.

### Facility Agreement

November 1, 1990 is the implementation date for the new Facility Agreement. Projects bid or awarded prior to November 1, 1990 will be governed by the old PSRY Use Agreement. This will continue through the life of the project or 365 days from November 1, 1990, whichever is sooner. Any projects bid or awarded after November 1, 1990 will be governed by the new agreement.

The new Facility Agreement will not supercede any prior debt settlement agreements or payment restructuring agreements. In cases of conflict between the agreements, the Settlement Agreements with the earliest date will prevail.

PSRY requires a list of projects to be grandfathered under the old Agreement, please provide the Port with a list of all projects that have been awarded and projects for which you have submitted a bid. The Port will then prepare a master list of projects which will be distributed to the contractors.

### Price Schedule

December 1, 1990 is the implementation date for the new PSRY Price Schedule which replaces Tariff 37B. Any projects bid or awarded after this date will be subject to the new price schedule. Projects bid or awarded prior to December 1, 1990 will be charged according to Tariff 37B and will be assessed a 5.7% use fee on gross billings.



Port of Portland offices located in Portland, Oregon, U.S.A. Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000978



November 2, 1990  
Page 2

From December 1, 1991, all projects will be governed by the new Facility Agreement and charged according to the rates in the new Price Schedule, except for those projects specifically exempted by the Port.

The next few months will be a period of adjustment for the Port and contractors. We appreciate your cooperation in working with us through this transition.

If you have any questions regarding the implementation of these agreements, please call me at 231-5598 or Emily Erzen at 231-5486.



Jeff Twine  
Operations Manager  
Portland Ship Repair Yard

**PacOrd**, Inc.  
a unit of DynCorp

2700 Hoover Avenue  
Unit B  
National City, California 92050  
(619) 474-8021

November 7, 1988

Port of Portland  
P.O. Box 5095  
Portland, OR 972085095

Dear Sirs:

PacOrd Inc., ("PacOrd") is preparing to transfer all its assets and business, including its present personnel, to SPD Technologies ("SPD"). Included among the assets will be the Facility lease agreement for 5555 N. Channel Avenue, Building 4D, Portland, Oregon, dated July 22, 1987 between PacOrd and your company.

SPD has requested your prior consent to the transfer of this agreement to PacOrd Inc., a wholly owned subsidiary of SPD. Accordingly, you are requested to indicate, by the signature below of your authorized representative, that you have no objection to such assignment.

Sincerely,  
PacOrd Inc.

By: 

John Flippen  
Vice President

Assignment agreed to:

By: \_\_\_\_\_

Title: \_\_\_\_\_

---

# Facsimile Cover Sheet

**To:** Chris Johnson  
**Company:** Multnomah County  
**Phone:** 248-3367  
**Fax:** 248-3356

**From:** Suzanne Brooks  
**Company:** POP- PSY  
**Phone:** 240-3012  
**Fax:** 240-3080

**Date:** 10/11/94  
**Pages including this  
cover page:** 2

**Comments:**

Following please find a copy of the notification letter I sent to Mike Chamberlain concerning the termination of Propulsion Controls Engineering.

Please feel free to call me if you need additional information.



# Port of Portland

Box 3529, Portland, Oregon 97208  
503/231-5000

May 13, 1994

Michael Chamberlain, Appraiser  
Multnomah County Assessor's Office  
610 SW Alder, 4th Floor  
Portland, OR 97205

Dear Mike:

## TERMINATED LEASES - PORTLAND SHIP YARD

WESTEST INC. - Building 4 Annex Office  
Tax Account No.: R-94117-0287

PROPULSION CONTROLS ENGINEERING - Building 10 Office  
Tax Account No.: R-94117-0761

The above referenced Leases in the Portland Ship Yard have been terminated. The termination date for Westest was July 31, 1993, and the termination date for Propulsion Controls Engineering was October 15, 1993.

The space which was occupied by Propulsions Controls is currently vacant. My records show that the taxes have been paid. The space which was occupied by Westest is currently occupied by Marine Vacuum Service, Inc. I have enclosed an abstract and plat of this lease, effective September 1, 1993, for your records.

If there is any further information or documentation you require, please contact me at 240-3012.

Sincerely,

Suzanne L. Brooks  
Contracts Administrator  
Portland Ship Yard

/slb

Enclosures

Port of Portland offices located in Portland, Oregon, U.S.A.  
Chicago, Illinois; Washington, D.C.; Hong Kong; Seoul; Taipei; Tokyo

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PSY500000982

FYI - file



REFRIGERATION CONTRACTORS

MARINE • COMMERCIAL • INDUSTRIAL

Washington Contractor #PS-ER-I\*-2-43QZ  
P.O. Box 22153 • Portland, Oregon 97222  
(503) 285-4378

June 12, 1986

PORT OF PORTLAND  
5555 N. Channel  
Building 10  
Portland, OR 97217

Gentleman:

I am notifying the Port of Portland concerning the cancellation of our existing lease. PSER, INC. is providing the Port of Portland the required 30 - day notice of cancellation. It is our intent to be fully moved out of the facilities by August 1, 1986.

PSER, INC. will continue offering service to the refrigeration industry in the Portland area. If we may be of any service to you, please call at your convenience.

Very truly yours,

PSER, INC.

A handwritten signature in dark ink, appearing to read "Winton Jondahl", written over the printed name.

Winton Jondahl  
Engineer

WJ:sk



14440 Tualatin-Sherwood Rd.  
P. O. Box 1030  
Sherwood, OR 97140 503/625-6131

FAX No. 503/625-5366

TO: MS SUZANNE L. BROOKS  
CONTRACT ADMINISTRATOR - PORTLAND SHIPYARD

FAX No. 240-3080

FROM: KEN KINSLEY

DATE: JUNE 28, 1995

SUBJECT: LEASE #95-016 - Bldg 4 Bat 1

ADDITIONAL PAGES: 1

REMARKS: ENCLOSED IS A COPY OF THE CLOSING  
ENVIRONMENTAL AUDIT CONDUCTED AT BUILDING 4,  
BAT 1 ON JUNE 26, 1995.

THIS AUDIT WAS CONDUCTED PRIOR  
TO THE INSPECTION YOU CONDUCTED LATER  
THAT DAY.

Atlanta, GA FAX  
(404) 667-7983

Boston, MA FAX  
(508) 835-4149

Hot Springs, AR FAX  
(501) 321-1470

Richmond, VA FAX  
(804) 292-6183

Pittsburgh, PA FAX  
(412) 247-7468

PAGE 001

JUN 28 1995 8:19

PSY500000984



June 27, 1995

Ken Kinsley  
Operations Manager  
Wellons, Inc.  
P.O. Box 1030  
Sherwood, Oregon 97140

RE: HAZCON Project Number 7081, post inspection of Building 4, Bay 1, Swan Island

Dear Mr. Kinsley,

A post-lease environmental site investigation was performed at Building 4, Bay 1, Swan Island, Portland, Oregon on June 26, 1995. Hazcon performed a pre-lease inspection of the site February 1, 1995. Our services included examination of the site for evidence of hazardous material contamination.

During their lease, the entire floor space of Bay I was utilized by Wellons for welding and pressure testing activities. No waste products were produced and water used in pressure testing was disposed of through an arrangement with the Port of Portland.

At the time of the post-lease inspection, the floor had clearly been swept and appeared to be cleaner than during our pre-lease inspection in February. Some minor oil staining was observed in the northeast corner of the building. Several dark colored discolorations were noted in this area. Dark patches or stains on the floor had also been present at the time of the pre-lease site investigation. Some of the dark patches may be oil stains or damp spots. The discolorations did not have a hydrocarbon odor. A few drops of an odor-less oil were also observed on the concrete floor at the far end of Bay 1, and are thought to be from a fork-lift, which was the only heavy machinery used by Wellons.

A recessed space along the left wall labeled "carpenter shop," utilized by Wellons as a small office, was also observed to be clean during the post-lease inspection. The two catch basins inside Bay 1 appeared to be relatively clean and water levels were low. No unusual odors were detected in the building. A 55 gallon drum labeled "Neu-tro-fount," used to secure the door at the entrance at the time of the pre-lease investigation is still present. The label on the drum states the material is not a health hazard.

Physical evidence of hazardous material contamination related to past use was not observed within the building. It is our observation that Wellons left the space cleaner than it was at the time of our site inspection in February. Environmental sampling is not recommended at this time. Our observations do not preclude the possibility that hazardous materials may have been used or released at the site in the past.

It was a pleasure to be of service. Please call us at 1-800-967-3705 if you have any questions or need additional clarification.

Sincerely,  
Hazcon, Inc.

Marilyn Bull, REA  
Project Geologist



11875 SW 66th AVENUE • PORTLAND, OREGON 97223 • 503/968-2112 • FAX 503/968-2213 • 1-800-967-3705

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JUN 27 '95 17:48

TOTAL P.01  
PAGE.001

PAGE.002

JUN 28 '95 61:8

PSY500000985



14440 S.W. TUALATIN-SHERWOOD ROAD  
P.O. BOX 1030  
SHERWOOD, OREGON 97140-1030  
(503) 625-6131  
FAX (503) 625-5366

February 6, 1995

Ms. Suzanne Brooks  
Port of Portland  
5555 North Channel, Bldg. 50  
Portland, Oregon 97217

Dear Suzanne:

Enclosed is a copy of the initial environmental audit conducted at Building 4,  
Bay 1 on February 1, 1995.

This is per lease section 6.2.

Sincerely,

WELLONS, INC.

A handwritten signature in dark ink, appearing to read 'Ken Kinsley'.

Kenneth T. Kinsley

KTK/C  
Enclosure

Headquarters:  
Sherwood, OR

Offices:  
Atlanta, GA  
Boston, MA  
Hot Springs, AR  
Portland, ME  
Richmond, VA

PSY500000986



RECEIVED  
FEB 06 1995  
WELLS, INC.

February 3, 1995

Ken Kinsley  
Operations Manager  
Wellons, Inc.  
P.O. Box 1030  
Sherwood, Oregon 97140

Dear Mr. Kinsley,

A pre-lease environmental site investigation was performed at Building 4, Bay 1, Swan Island, Portland, Oregon on February 1, 1995. Our services included examination of the site for evidence of hazardous material contamination from former tenants or past use of the property. Historical research on previous use of the facility was not within the scope of services. Potential environmental concerns such as lead containing paint and PCB-containing fluorescent light ballasts are considered to be the responsibility of the building owner and were not considered in this investigation.

The site is the front half (12,500 square feet) of a large (25,000 sq. ft.) fabrication building. The building was used for ship building at one time but has since been leased to an undetermined number and types of tenants. The building has wood frame construction and concrete floor and support beams. The exterior siding is corrugated metal. The wood roof is accessible on the inside by a stairway in the far lefthand corner of the building. The building has a large overhead crane. Rooms that included restrooms, and possibly offices or storage spaces were constructed along the left side of the building on its front half. The entrances to the rooms have been boarded up. One recessed space along the left wall was labeled "carpenter shop." There was no access to the 'mezzanine' level above the ceilings of these rooms at the time of the investigation.

Metal pipes are partially exposed in the concrete floor along the left and right sides of the bay. This piping probably channels runoff from the roof to catch basins, one on each side of the bay, approximately two-thirds the distance from the entrance to the far wall. A good flow-through of water was observed in both catch basins. There is also a system of piping at eye level on the right side of the bay for oxygen, air, and natural gas lines. Several old electrical boxes were observed on concrete support beams.

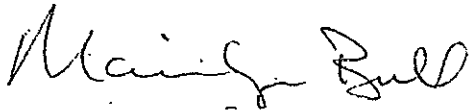
No unusual odors were detected in the building. Staining on the concrete floor may be from oils but oily residue was not apparent. A metal garbage bin in the space at the time of the investigation contained some paint wastes, however only minor paint stains were observed on the floor. An empty 55 gallon drum labeled "Neu-tro-fount" was used to secure the door at the entrance. The label on the drum stated the material was not a health hazard. Another empty, unlabeled 55 gallon drum used for an ash tray was observed outside of the main doors. Animal signs in the building included a dead

opossum in the far left corner and bird excrement on some of the rafters.

Physical evidence of hazardous material contamination related to past use was not observed within the building. Environmental sampling is not recommended at this time. Our observations do not preclude the possibility that hazardous materials may have been used or released at the site in the past.

It was a pleasure to be of service. Please call us at 1-800-967-3705 if you have any questions or need additional clarification.

Sincerely,  
Hazcon, Inc.



Marilyn Bull  
Project Geologist



**Brooks, Suzanne**

---

**From:** Brooks, Suzanne  
**To:** Lynn, Robbie  
**Cc:** PSY MANAGERS  
**Subject:** Wellons Termination  
**Date:** Wednesday, July 05, 1995 8:53AM

Please delete Wellons, Inc. from the PSY Tenant list. They have vacated Bay 1, Building 4.

Thanks.



14440 S.W. TUALATIN-SHERWOOD ROAD  
P.O. BOX 1030  
SHERWOOD, OREGON 97140-1030  
(503) 625-6131  
FAX (503) 625-5366

May 17, 1995  
Certified Mail,  
Return Receipt Requested

The Port of Portland  
Box 3529  
Portland, Oregon 97208-3529

Attention: PSY Contracts Administrator - Suzanne Brooks

Subject: Building 4, Bay 1

Gentlemen:

Wellons, Inc. will be terminating our lease of Bay 1, Building 4 at the Portland Ship Yard effective June 30, 1995. We will be vacating and removing all of our materials and equipment prior to this date.

Please consider this letter as our required minimum thirty (30) days notice.

The facility has worked out well for us. In fact, we used the facility two (2) months longer than our original plan. If our manufacturing workload requires us to look for additional facilities in the future, we will certainly be contacting the Port.

Sincerely,

WELLONS, INC.

A handwritten signature in black ink, appearing to read 'Ken T. Kinsley', written over a horizontal line.

Kenneth T. Kinsley

KTK/C

cc: The Port of Portland  
Attention: Legal Department  
Post Office Box 3529  
Portland, Oregon 97208-3529

Headquarters:  
Sherwood, OR

Offices:

Atlanta, GA  
Boston, MA  
Hot Springs, AR  
Pittsburgh, PA  
Richmond, VA

PSY500000990

**Brooks, Suzanne**

---

**From:** Brooks, Suzanne  
**To:** Lynn, Robbie  
**Cc:** PSY MANAGERS  
**Subject:** New Lease  
**Date:** Thursday, February 09, 1995 4:28PM

Please add to the PSY Tenant list the following new lessee:

Wellons, Inc.  
P.O. Box 1030  
Sherwood, OR 97140-1030

Phone: (503) 625-6131  
Fax: (503) 625-5366

Contact: Ken Kinsley

Their premises are 12,500 s.f. in Bay 1, Building 4.

name 514  
Susie



March 2, 1993

Emily Erzen  
Port of Portland  
5555 N. Channel Avenue  
Building 50  
Portland, Oregon 97217

Re: Bay 1, Building 4, WBM Space/Building 4, REH Space/Building 10

Dear Ms. Erzen:

Please take notice that WSI is contemplating vacating the above referenced lease-holds on or about March 31, 1993. It is my understanding that rent for April, if any, will be prorated and that no further notice is required under the terms of the leases involved. I will endeavor to keep you apprised of any changes in this schedule. I will contact you on March 29, 1993, if not before, to discuss the final move-out date.

Very truly yours,

Lynn H. Mills  
Assistant General Manager

LHM/nbf

**WEST STATE, INC.**

MARINE, INDUSTRIAL REPAIRS AND CONVERSIONS  
5555 N. CHANNEL • BLDG. 72 • PORTLAND, OR 97217 • (503) 285-9706  
P.O. BOX 4768 • PORTLAND, OR 97208-4768 • FAX: (503) 285-1305

PSY500000992



Port of Portland

Agenda Item No. 7

APPROVAL TO ENTER INTO BUILDING LEASE AGREEMENT --  
CASCADE GENERAL, INC. - PORTLAND SHIP REPAIR YARD

---

Date: July 11, 1990

Presented by: Emily Erzen  
PSRY Contracts AdministrationFACTUAL BACKGROUND AND ANALYSIS

This agenda item requests approval to enter into a building lease for Building 73 at the Portland Ship Repair Yard (PSRY) with Cascade General, Inc., that will increase sandblast capacity in an enclosed structure at PSRY. Building 73 was originally built in 1981 and half of the building was leased to Crosby and Overton, Inc. They installed sandblasting and surface preparation equipment and operated in this location until 1987. This facility has been idle since then.

In 1989, Crosby and Overton, Inc., sold their Pacific Northwest assets, including the equipment in Building 73, to Chempro. Although Chempro has continued the lease payments to the Port, they have not occupied the building. Chempro would like to terminate the lease and sell their equipment.

Cascade is a ship repair contractor who has also been doing some of their sandblasting and surface preparation in a small area in Building 50. This space is inadequate for their needs. Consequently, a considerable amount of sandblasting occurs in the open environment on dry docks and in the yard. This creates environmental problems and increases clean-up costs.

Cascade has been searching for another location and has expressed interest in leasing Bay 2 of Building 73 providing the existing sandblasting equipment can be acquired and rehabilitated to restore the equipment, so it will meet DEQ, OSHA, and Port requirements. Cascade has negotiated for the purchase of the sandblast equipment from Chempro and will be refurbishing the equipment at its own expense. Chempro has requested that it be released from its lease obligations at the time Cascade General enters into the new lease.

Proposed Action

Cascade has proposed to the Port it lease Building 73 from the Port. At the same time, the Port would release Chempro from obligations under the lease.

APPROVAL TO ENTER INTO BUILDING LEASE -  
CASCADE GENERAL, INC. - PORTLAND SHIP REPAIR YARD  
July 11, 1990  
Page 2

Terms

The terms of the building lease are:

- o Premises: Building 73, Bay 2, approximately 12,100 square feet of shop space and 0.38 acres of land.
- o Use: The premises shall be used for sandblasting and surface preparation in support of lessee's business.
- o Term: Ten years commencing August 1, 1990, and continuing through July 31, 2000.
- o Renewal Options: One option to renew for five years.
- o Rent: \$3,301.81 per month through June 30, 1992. Rent is net of taxes, maintenance, and utilities.
- o Adjustment: Rent is subject to adjustment at the beginning of the third and sixth lease year and at the beginning of the option period.

Adjustments are based upon the fair market rental value of the premises. In no event shall the rent be less than the previously adjusted rent.

No real estate brokerage fee is payable as a result of this transaction.

EXECUTIVE DIRECTOR'S RECOMMENDATION

RESOLVED, that approval is given to terminate a lease agreement dated August 28, 1981, for Building 73, Bay 2, between Crosby and Overton, Inc. (assigned to Chemical Processors, Inc.) and the Port of Portland (Port Lease No. 81-113) as of July 31, 1990; and

BE IT FURTHER RESOLVED, That approval is given to enter into a lease with Cascade General, Inc. (Cascade), for Building 73, Bay 2, commencing August 1, 1990, through July, 31, 2000, for \$3,301.81 per month subject to adjustment after 24 months and 60 months and at the beginning of the option period, net of taxes, maintenance, and utilities; and

BE IT FURTHER RESOLVED, That the Executive Director or Deputy Executive Director execute the necessary documents on behalf of the Port of Portland Commission in a manner approved by counsel.

2865H  
01H040

PSY500000994





# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000

July 18, 1991

Coastal Coatings, Inc.  
3801 7th Ave. South  
Seattle, WA 98108

Enclosed for your files is a fully executed copy of the month to month lease for office space at the Portland Ship Repair Yard.

If you have any questions, please call me at (503) 240-3012.

Emily Erzen  
Contracts Administration Manager  
Portland Ship Repair Yard

Enclosure



Port of Portland offices located in Portland, Oregon, U.S.A.  
Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000995



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000

May 8, 1992

Coastal Coatings, Inc.  
Attn: Accounts Payable  
3801 7th Ave. South  
Seattle, WA 98108

Enclosed is a copy of the February rental invoice for property which was leased from the Portland and the Ship Repair Yard through March 31, 1992.

Our records indicate that this \$414.00 invoice has not been paid. Our records also show an outstanding credit balance of \$22.00. Payment of \$392.00 will clear your account balance with the Port.

If you have any questions, please call me at (503) 240-3012 or Susie Barfield at (503) 240-3032.

Emily Erzen  
Contracts Administration Manager  
Portland Ship Repair Yard

Enclosure



Port of Portland offices located in Portland, Oregon U.S.A.  
Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000996



Port of Portland

P.O. BOX 3529  
PORTLAND, OR 97208-3529  
(503) 231-5000  
TWX: 910-464-5105  
FAX: (503) 231-5332

25189

COASTAL COATINGS, INC  
3801 7TH AVE. S.  
SEATTLE, WA

98108

REMIT TO

P.O. BOX 5095  
PORTLAND, OR 97208-5095

# INVOICE

DATE

02/03/92

INVOICE NO

99581

TERMS NET CASH

DELINQUENCY

CHARGES at the rate of  
1.50% per month 18.0%  
per year will be charged if  
invoice is not paid within  
30 days of invoice date.

FOR PERIOD: FEBRUARY 1992  
LEASED SPACE: PORTLAND SHIP YARD  
CONTRACT #: 91-079

BUILDING 4 ANNEX

RENT	640 SF @ \$0.50/SF	320.00
UTILITIES	@ \$70.00/MO	70.00
PARKING	2 @ \$12.00/MO	24.00

TOTAL AMOUNT DUE

414.00

QUESTIONS OR PROBLEMS CALL:  
SUSIE BARFIELD

AT 1-800-547-8411  
OR 1-503-240-3032

PSY500000997



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TLX: 474-2039

July 12, 1990

## CERTIFIED MAIL

Mr. Len Erickson  
Coastal Coatings, Inc.  
P.O. Box 77043  
Seattle, WA 98133

## THIRTY DAY NOTICE TO TERMINATE LEASE

As provided in Article II of the lease dated October 19, 1984 between the Port of Portland and Coastal Coatings, Inc. for the Premises commonly known as Building 10 office space located at the Portland Ship Repair Yard (Contract No. 84-162), said lease shall terminate as of August 13, 1990 and all rights and privileges granted thereunder shall cease.

As provided in Section 6.01 of your lease, upon termination, all keys to the premises shall be returned to the Port and the premises shall be surrendered in good condition.

This space is inappropriate for the storage of paints and thinners. If you are interested in moving to another location within the yard which is more suitable for your use, please contact Emily Erzen of my staff at 231-5486.

M.E. Young  
Portland Ship Repair Yard  
General Manager

cc: Dean Phillip, Assistant General Counsel



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, Washington, D.C., Hong Kong, Seoul, Taipei, Tokyo

PSY500000998



# Port of Portland

Box 3529 Portland, Oregon 97208  
503/231-5000  
TWX: 910-464-6151

September 3, 1985

Mr. Charles G. Stilson, President  
Columbia I & S  
723 N. Tillamook  
Portland OR 97227

## PSRY LEASED SPACE

Thank you for your letter of August 15, 1985. As I said over the phone, I have been successful in remarketing a portion of the space leased by Columbia I & S.

Per the terms of your lease, Columbia I & S is to make monthly payments of \$1,352.96 for rent and \$562.80 for utilities through December 31, 1986. Based on your letter, I am prepared to discontinue any future charges for utilities. Of the 8,988 total square feet rented by Columbia I & S, I successfully marketed 7,068 in August. Beginning August 1, your account will be credited \$1,122.96 each month. The total amount due PSRY under your contract will be \$230 per month until further notice.

I feel we have achieved a great deal of the goal relieving Columbia I & S from the obligation of the PSRY lease. However, it is important to keep in mind that the lease will continue its normal life through December 31, 1986. I may be able to remarket additional space and will make every effort to do so. It is also possible that the tenants I have remarketed your space to might vacate, and the burden of your lease would again fall on Columbia I & S. I will keep you posted.

If I can be of any further assistance, please call me at 231-5568.

Guy D. Alvis, Business Manager  
Portland Ship Repair Yard

/sb

cc: (Nanci Crepeau)

Enclosure

Offices also in Pasco, Washington, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo

PSY500000999

Attachment A

SPACE INCLUDED IN THIS LEASE  
All Areas in Building 10, PSRY

						<u>Credit</u>
Room 102	16 x 32 Office =	576 @ \$0.25 =	\$ 144.00	\$	144.00	
Room 104	16 x 30 Office =	480 @ \$0.25 =	120.00		120.00	
Room 106	27 x 36 Office =	972 @ \$0.18 =	174.96		174.96	
Room 109	12 x 20 Office =	240 @ \$0.25 =	60.00		60.00	
Room 22	16 x 40 Shop =	640 @ \$0.13 =	83.00			
Room 23	16 x 40 Shop =	640 @ \$0.13 =	83.00			
Lower Wash Room	20 x 32 Shop =	640 @ \$0.10 =	64.00			
Room 28/29	40 x 60 Shop =	2,400 @ \$0.13 =	312.00		312.00	
Room 30	40 x 60 Shop =	2,400 @ \$0.13 =	312.00		312.00	
			<u>\$1,352.96</u>		<u>\$1,122.96</u>	

Total Office Space = 2,268 square feet @ \$498.96 per month  
Total Shop Space = 6,720 square feet @ \$854.00 per month

Average Square Foot Charge, Office = \$0.22  
Average Square Foot Charge, Shop = \$0.127